

**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, June 28, 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. June 14, 2022 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. OLD BUSINESS

**A. Approve a Request for Proposals (RFP) for the City-Owned Beaser Avenue
Property (*Administration*) Voice**

7. NEW BUSINESS

**A. Public Hearing Regarding the 6th Street East Road Reconstruction and Utility
Replacement Project for the 2021 Community Development Block Grant-Public Facilities
(CDBG-PF) Funds (*Public Works*) Roll**

- B. Approve to Accept Bid from Northwoods Paving Company, and Award a Contract for the 2022 Pavement Preservation Project (*Public Works*) Roll**
- C. Approve an Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson, Inc. (SEH) for the STH 13/Ellis Avenue Watermain Design Replacement Project (*Public Works*) Roll**
- D. Approve the State/Municipal Financial Agreement for Design of the US Highway 2 Resurfacing Project (*Public Works*) Roll**
- E. Approve a Resolution by the Common Council for the City of Ashland, Wisconsin to Adopt the 2022 Amended General Fund Budget to Meet the State of Wisconsin Expenditure Restraint Payment Program Guidelines in Order to Receive the 2023 Expenditure Restraint Revenue, and Approve General Fund Balance Transfers to Capital Project Funds for 2022 (*Finance*) Roll**
- F. Approve a Resolution to Issue a Conditional Use Permit (CUP) to Operate a Restaurant at 915 Lake Shore Drive West, Ashland, Parcel No. #201-00722-0000, Zoned Waterfront Commercial (W-C) with Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O). Applicant: Little Caesars Pizza (*Planning & Development*) Roll**
- G. Approve a Resolution to Issue a Conditional Use Permit (CUP) to Operate a Commercial Composting Facility at 1406 County Highway A, Parcels No. 201-04620-0000, No. 201-04614-0000, and No. 201-04624-0000, Zoned Heavy Industrial (H-I). Applicant: Big Lake Organics, LLC (*Planning & Development*) Roll**
- H. Approve an Original Alcohol Beverage Retail License Application for a Class B Fermented Malt Beverage License, from Ashland Fun and Games LLC dba Play Unplugged, and Agent Joseph Croteau, at 307 Main Street West (*Clerk*) Voice**
- I. Approve to Distribute \$10,000 from ARPA Funds for East End Park Improvements (*Administrator*) Roll**
- J. Discussion and Possible Action Regarding the Potential Purchase of Property at 501 3rd Street West (*Administration*) Roll**
- K. Approve a Resolution Establishing June as Pride Month in the City of Ashland, Wisconsin (*Councilors Lindell, Graf and Jackson*) Roll**

8. CLOSED SESSION (Roll Call)

- 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/Z. Jablonski Notice of Claim***
- B. Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (*6th Street West*) (*City Attorney*)**
- C. RETURN TO OPEN SESSION Voice**
- D. REPORT OF ACTION TAKEN DURING OPEN SESSION**

9. ADJOURNMENT

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

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

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, June 14, 2022 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, June 14, 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: Sarah Jackson, Ana Tochtermann, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: Kevin Seefeldt (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Main Street Manager Jaclynn Findlay, Planning Assistant Mandy Lyons, and other concerned citizens.

2. APPROVAL OF AGENDA

Lindell motioned to address the Mayor's appointments individually. After a recommendation from Wickman, Lindell rescinded this motion, but moved to approve the agenda, seconded by Graf. The motion passed 5-1 by voice vote; Pufall opposed.

3. APPROVAL OF MINUTES

A. May 31, 2022 City Council and Committee of the Whole Meeting Minutes

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

4. CITIZEN PARTICIPATION PERIOD

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

Zygmund Jablonski, 916 6th Avenue West, questioned the reason no bids were entertained for Items 7C and 7D as are required per WI State Statutes.

John Butler, 911 10th Avenue West, asked Councilors to keep their focus on the projects being presented and recommended to them by City staff.

5. MAYOR'S REPORT

A. Announcements

MacKenzie recognized June 14 as Flag Day and reminded all of its significance. He has been asked by the public what the City is doing about housing, and stated that City staff are researching the issue and asked Councilors to come forward with their thoughts. He also commented on the progress of 6th Street West and reminded the public of the ongoing litigation and work that the City Attorney is doing toward resolution of this matter.

B. Appointments

Lindell moved, seconded by Jackson to approve the appointments of Nancy Szyndor to the Parks and Recreation Committee, and Sarah Beadle to the Main Street Board. The motion carried unanimously by voice vote.

After discussion, Lindell moved, seconded by Pufall to approve the appointment of Jen Weiler to the Parks and Recreation Committee. The motion carried 5-1 by voice vote; Jackson opposed. Pufall moved, seconded by Ortman to approve the appointment of JoAnn Erickson to the Plan Commission. The motion tied at 3-3 by roll call vote; opposed was Jackson, Tochtermann, and Lindell. The Mayor voted to approve to break the tie.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

Jackson moved, seconded by Pufall to approve the Consent Agenda. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. Approve an Ordinance to Amend Chapter 50 (2020-1934) Main Street Board, Ashland City Ordinances (Planning) Roll

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

B. Approve a Three Party Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Short Elliot Hendrickson (SEH)

**for Design Engineering Services on the 2024 Prentice Ave Phase 1 Reconstruction Project
(Public Works) Roll**

Pufall moved, seconded by Graf to approve the contract. The motion passed unanimously by roll call vote.

C. Approve to Accept a Quotation from Dakota Supply Group for the Purchase of Kamstrup flowIQ Water Meters and AMI Fixed Network System (Public Works) Roll

Ortman moved, seconded by Lindell to approve to accept the quote for the amount of \$981,234.20. The motion passed unanimously by roll call vote.

D. Approve to Accept a Water Meter Replacement Proposal for Professional Services from HydroCorp for Water Meter Installation Services (Public Works) Roll

Lindell moved, seconded by Jackson to approve to accept the proposal for \$296,370.00. The motion passed unanimously by roll call vote.

E. Approve to Accept the Workmanship of VisuSewer and Approve Final Payment for the 2020 Sanitary Sewer Collection System Repairs Project (Public Works) Roll

Lindell moved, seconded by Pufall to approve the final payment of \$27,353.38. The motion passed unanimously by roll call vote.

8. CLOSED SESSION

**A. Pursuant to WI Stat. 19.85(1)(e): Deliverating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session."
(Administration)**

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

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

Lindell moved, seconded by Pufall to authorize Administration to make a counter offer of \$40,000 for the property at 501 West Third Street. The motion carried unanimously by roll call vote.

9. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **June 14, 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, June 14, 2022 City of Ashland Committee of the Whole Meeting was called to order by Council President Eric Lindell.

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

ABSENT: Kevin Seefeldt (excused).

Also Present: Mayor Matt Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, and other concerned citizens.

2. Council President's Report

Lindell asked Councilors who did not already, to respond to the emailed survey regarding dates to hold a public listening session in July. The Public Works staff have created a flyer highlighting the department's accomplishments as a public information brochure. June is recognized nationally as Pride Month. A Council Retreat will be held in August, and another survey will go out to Councilors to choose a best date for that.

3. Administrator's Report

Kucera attended the Council meeting virtually at the end May due to having tested positive for Covid. He reassured Council that he would continue to monitor the statistics regarding local cases, and continue to enforce the policy for all City staff. The department heads will be involved in training sessions over the next couple of months, relating to communication and conflict resolution, among other topics. Construction projects are underway throughout the City.

4. Approval of Agenda

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

5. Discussion Items

A. Discussion and Possible Action Regarding Potential Amendments to Chapter 51: City Council Procedure (*Councilor Lindell*)

Lindell explained to Council the areas seen as needing to be updated as mentioned in the item summary, such as a potential change to the start time among others. Ortman recommended bringing this item back to the next Committee of the Whole meeting to review formal changes to Chapter 51.

B. Discussion and Possible Action to Advise the Housing Committee and Planning Committee to Review Ordinances and Zoning Regulations and Explore Potential Housing Options *(Councilor Lindell)*

Jackson moved, seconded by Graf to direct the Housing Committee and Planning Commission to bring an updated Housing Strategic Plan back to Council for their August 30, 2022 Committee of the Whole meeting. The motion carried unanimously by voice vote.

C. Discussion and Possible Action Regarding a Request for Proposals (RFP) for the City-Owned Beaser Avenue Property *(Administration)*

Graf moved, seconded by Tochtermann to allow Administration to bring an updated RFP for the Beaser Avenue property back for approval at the June 28, 2022 City Council meeting. The motion carried unanimously by voice vote.

D. Items for Potential Future Discussion

Pufall: receiving a lot of complaints from property owners regarding the special assessments involved with the 6th Street East Reconstruction Project. Lindell suggested to bring this item back for discussion at the June 28, 2022 Committee of the Whole meeting.

6. Adjournment

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

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS: 1. B Metzinger - Volunteer form

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**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 Mayor has chosen to direct this item directly to Council pursuant to the authority granted in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting approval of the following appointments:

BART Board

Carl Doersch, term to expire June 28, 2024 (*reappointment*)

Harbor Commission

Thomas Yankee, term to expire July 31, 2025 (*reappointment*)

Board of Review

William Metzinger, term to expire June 10, 2027 (*replacing Ed Monroe*)

Find yourself next to the words

ASHLAND

City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 - 414 www.co.wi.org

OFFER TO VOLUNTEER FORM

I would like to be considered a nominee for the following committee or committees:

Board of Review

Write a brief statement of education and training:

Graduated from Northland College with History + Broadfield
Teaching Major. Certified practicing Assessor for 45 years.

Biography: (Need a sense of who you are as an individual. For example, general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

Worked for Ashland County as Real Property Lister for
over 42 years. Property owner in Ashland since 1979,
involved Knights of Columbus, Little League + Soccer coach, previous
member of Board of Review. on Ashland County Board - Retired

Individual references/referred by (please include phone #):

Matt Mackenzie - [REDACTED]

Contact information:

William K. Metzinger

Name (Please print)

Phone #

1202 13th Street West Ashland, WI 54806

Address

Email

Date

6/22/2022

SUBJECT: Approve a Request for Proposals (RFP) for the City-Owned Beaser Avenue Property (*Administration*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Approved by Committee of the Whole unanimously, June 14, 2022

EXHIBITS: 1. City of Ashland Request for Proposals, Beaser Avenue Development

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

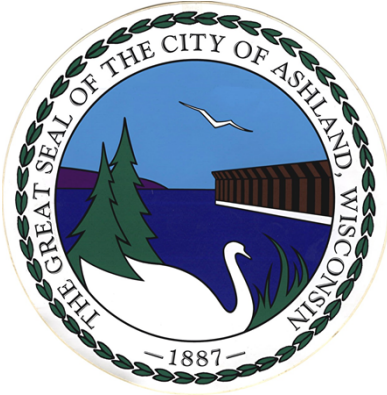
**TREASURER'S
CERTIFICATE:** NA

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

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

SUMMARY STATEMENT:

Attached is the proposed RFP for Beaser Avenue. Please review the RFP for accuracy and content. I would like to have the complete packet available on July 1, 2022 to give respondents the most amount of time to submit proposals.



City of Ashland
REQUEST FOR PROPOSALS

RFP #22-XX

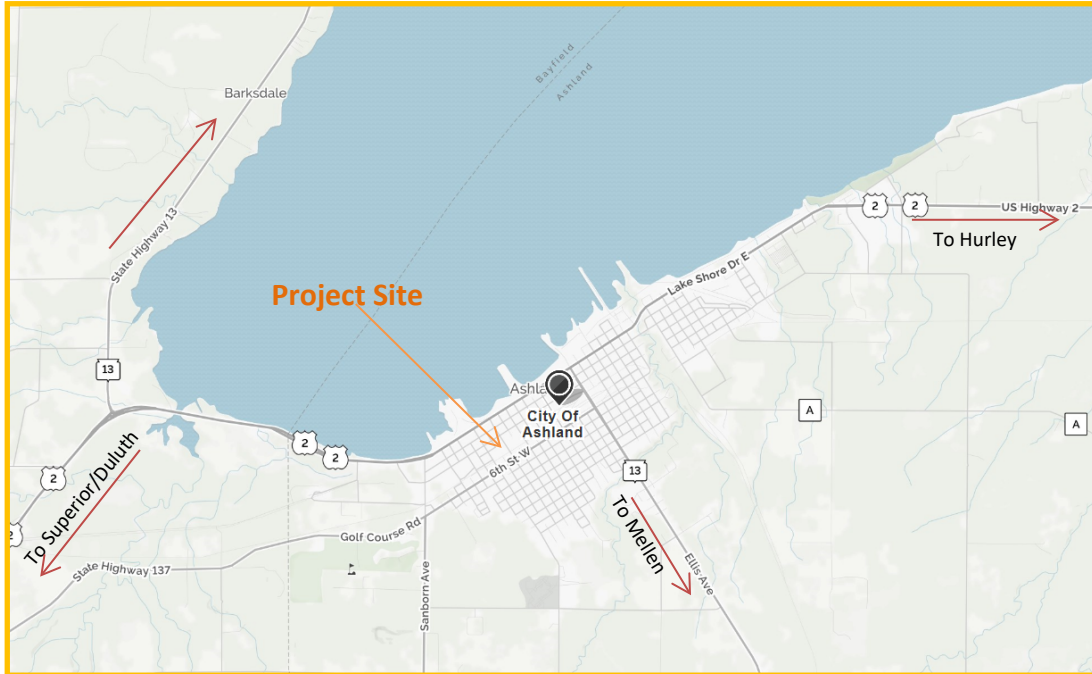
**Beaser Avenue
Redevelopment**

July 1, 2022

The City of Ashland, Wisconsin will be receiving proposals for the above noted project until 4 PM, Friday, August 5, 2022. Proposals must be submitted in electronic format (email or flash drive preferred) with three (3) printed hard copies mailed or delivered to:

City of Ashland
Attn: Brant Kucera, City Administrator
601 Main Street West
Ashland, Wisconsin 54806
Email: bkucera@coawi.org

The City of Ashland reserves the right to reject any and all proposals not judged to be in the best interest of the City.



REQUEST FOR PROPOSALS Beaser Avenue Redevelopment RFP #22-XX

<u>Date of Request:</u>	July 1, 2022
<u>Project Title:</u>	Beaser Avenue Redevelopment
<u>Submittal Due:</u>	4 PM Local Time, Friday, August 5, 2022. There will not be a public opening for this RFP.
<u>Late Proposals:</u>	Any proposal received by the City after the exact time and date specified will not be considered.
<u>Submittal Format:</u>	Three (3) Paper Copies and One (1) Electronic File (email or flash drive) of the proposal are to be submitted for evaluation by the City. <i>Label submittal: Beaser Avenue Redevelopment</i>
<u>Submit to:</u>	City of Ashland Attn: Brant Kucera, City Administrator 601 Main Street West Ashland, Wisconsin 54806 bkucera@coawi.org

Withdrawal:

Proposals may be withdrawn by written notice received at any time prior to the proposal closing date and time. Proposals may also be withdrawn in person by an officer or by a representative of the firm, provided that the representative signs a receipt for return of the proposal.

INTRODUCTION

PROJECT SUMMARY

The City of Ashland, Wisconsin, seeks competitive development proposals from qualified developers to help the City attain the sustainable vision set forth in its Comprehensive Plan for the Beaser Avenue Redevelopment Site. The Beaser Avenue Redevelopment area is comprised of approximately 4.5 acres of publicly-owned property located on the west-central side of Ashland, in close proximity to the downtown district. The site is located along a primary corridor Beaser Avenue, which provides direct access to Memorial Medical Center and associated medical clinics, Northwood Technical College, Ashland High School, and Ashland Elementary School, is immediately adjacent to trail amenities, and is in close proximity to Lake Superior. The City is seeking a developer to deliver a project that complements the surrounding neighborhood and is successful in the marketplace.

REDEVELOPMENT PROJECT GOALS

The City of Ashland's goals for this urban infill development site include the following:

1. Facilitate an appropriate density of urban infill development;
2. To provide housing that meets the diverse needs of the City, offering options for a mix of ages and incomes;
3. To provide a development that is sustainable, including environmentally sensitive, energy efficient, and considers existing infrastructure;
4. Design approach that integrates the development with the surrounding neighborhood area, enhances community character, and provides connectivity; and
5. That considers mixed uses by establishing/allowing for neighborhood commercial or other complimentary uses.

TENTATIVE PROJECT SCHEDULE

RFP Release Date	July 1, 2022
Proposals Due	August 5, 2022
Evaluation Period by Housing Committee	August 2022
Interviews	August 22 – August 26, 2022
Selection by Housing Committee	September 2022
City of Ashland Plan Commission Meeting	September 2022
City of Ashland Common Council Meeting	September 2022
City staff & Developer Negotiate Sales Contract and Development Agreement	September/October 2022
Zoning items/site planning approvals	Summer/Fall 2022
Construction begins	Anticipated Spring 2023

BACKGROUND

THE CITY

Ashland is a small city with an outstanding collection of natural, cultural and historical assets. The economy of this regional economic hub is driven by a diverse mix of manufacturing, educational, medical, professional services, locally-owned retail, and tourism-related services. These assets, coupled with the varied economic base, give the city a foundation for a vibrant future that draws, retains, and nurtures people from diverse backgrounds because of the lifestyle and economic activities it offers. Ashland's location on the shores of Chequamegon Bay, in the heart of an outdoor recreational paradise centering on Lake Superior, defines the community of 8,000. Ashland utilizes the waterfront with a marina, walking/biking trails, parks, three beaches, boat launches, a pier and a vision for development of a nearly 2,000 foot ore dock base into a unique civic space. Historical influences shaping the present include educational institutions that reflect a commitment to ecology and place, including Northland College and Northwood Technical College; a downtown filled with history and creativity, with numerous historical architectural landmarks, an historic district on the National Register, and a growing tradition of local public art; and a grid street network that provides the building blocks for a walkable, neighborly and well-connected community.

The City of Ashland completed a Housing Market Study of the City in March, 2018 (copy of study attached). The report identifies various housing deficiencies in the City which need to be met, including: affordable housing, new market rate rentals (2-3 bedrooms), and housing to serve the aging population (senior, assisted).

PROPERTY DESCRIPTION

Property Summary

The Beaser Avenue Redevelopment Area consists of a 4.5 acre parcel (see attached map). The property was vacated approximately fourteen years ago, deemed a brownfield, and environmental remediation efforts commenced to allow for the redevelopment of the site to uses more compatible with the surrounding, well-established residential neighborhood. The site is bound by Beaser Avenue on the west (and single-family homes), 11th Avenue East on the east (the site of the new Ashland Police Department and existing single-family residential), single-family residential homes to the north and single-family residential homes and the 5th Street Corridor Trail to the south. Final environmental remediation activities were completed during the fall of 2016. The site has obtained closure from the Wisconsin Department of Natural Resources with continuing obligations for a small area of residual soil contamination located along the southern property boundary. The Final Case Closure letter is attached, along with a map that identifies the location of the residual soil contamination.

Beaser Avenue Redevelopment Site
Ashland, Wisconsin



Property Ownership

The property is owned by the City of Ashland. *The City will work with the selected developer to achieve any proposed subdivision of the property and/or dedication of desired right-of-way that may be necessary to carry out the proposed development.*

Zoning & Comprehensive Plan

The property is currently zoned Mixed Residential/Commercial (MRC), and continues to be identified for mixed residential/commercial use in the City of Ashland's draft comprehensive plan, *Authentic Ashland 2035*. It may be desirable to develop the site as a Planned Unit Development utilizing Traditional Neighborhood Design principles. This approach would allow for greater flexibility in site layout and design, and would help in achieving the desired project goals. A map identifying the zoning of the surrounding area is attached.

Authentic Ashland 2035 identifies some creative concepts the City would consider in the disposition and development of the subject property to help achieve overall community goals. The associated pages from the Comprehensive Plan are attached for review and consideration, and provide examples of unique development options that may be considered for the site.

Public Infrastructure and Utilities

The Beaser Avenue Redevelopment Site is served by existing street and utility infrastructure, and utilization of the existing infrastructure is encouraged to the extent possible. New street infrastructure should be minimal and limited to the extension of existing streets/alleys to connect the development to the existing residential areas on the north and south sides, continuing the traditional grid-pattern development. The arrangement of existing utilities is depicted on the following map, including streets, alleys, water, sanitary and storm sewer.

Existing Utility Locations



Water
Storm
Sanitary

PROPOSAL FORMAT AND REQUIREMENTS

Proposals that do not address the items listed in this Request for Proposals may be considered incomplete and may be deemed non-responsive by the City of Ashland at its sole discretion. It is the responsibility of the consultants submitting proposals to determine the actual efforts required to complete the project. Interested entities should submit a proposal that includes the following:

- 1) A cover letter indicating your interest in the project and identifying why the firm is uniquely qualified for this project.
- 2) A brief description of the firm including its structure, capabilities, length of time in business, and experience with similar projects. Provide the name, address, phone number and email address of the key contact person. Also identify any proposed subcontractors.
- 3) Provide information about relevant completed development projects undertaken with concentration on those comparable in scale, nature, process and function to this project. Provide the name, email address, and phone number of at least two community references.
- 4) Project Description: Provide a brief narrative describing what is proposed for construction, including as applicable: number of housing units, unit sizes, bedroom mix, for sale/rent, approximately sale/lease rates, incomes served, ages served. Include estimated timetable for construction and phasing plan. Also identify any commercial/institutional uses proposed and explain. Explain how the proposed project will achieve the desired project goals. Include approximate development costs anticipated to complete the project.
- 5) Identify the proposed purchase price for the land.
- 6) Concept plan: Submit a ***conceptual*** site plan showing initial ideas for site layout, uses, streets, access drives, parking, utilities/infrastructure, stormwater, landscaping and other features. Also provide conceptual elevations and floor plans.
- 7) Identify the anticipated financial investment required for the development (broken down by phases if applicable). Also provide a statement of Developer's financial ability.
- 8) If any responding firm wishes to subcontract any portion of this project, the information contained in item 3 should also be provided for the subcontractor.

SUBMITTAL REQUIREMENTS

Proposals must be received by 4 PM Local Time, Friday, August 5, 2022. The submittal must include three (3) paper copies and one (1) Electronic File (email/pdf or flash drive). ***Label submittal: Beaser Avenue Redevelopment.***

Submit to: City of Ashland
Attn: Brant Kucera, City Administrator
601 Main Street West
Ashland, Wisconsin 54806
bkucera@coawi.org

EVALUATION AND SELECTION PROCESS

The City of Ashland Housing Committee will evaluate proposals and make a recommendation to the City Plan Commission and Council for award based on a variety of factors, such as:

- Overall Concept Plan proposed and satisfaction of goals for the project area
- Extent to which proposed development maximizes the use of the site and provides for taxable value
- Qualifications and Experience of the firm and key personnel
- Demonstrated relevant experience in similar development projects and positive references

- Estimated level of investment and financial capability of developer
- Anticipated project timeframe for completion/phasing

The City's Housing Committee will evaluate the proposals received and conduct any desired interviews. The Housing Committee will then recommend one proposal to the Plan Commission, which will then make a final recommendation to the Common Council. If interviews are desired by the Housing Committee, firms will be given ample time to prepare.

RIGHTS RESERVED by the CITY OF ASHLAND

This Request for Proposals does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals in anticipation of a contract.

The City of Ashland reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals without prejudice
- Issue subsequent Requests for Proposal
- Postpone opening for its own convenience
- Remedy technical errors in the Request of Proposal process
- Approve or disapprove the use of particular sub-consultants
- Negotiate with any, all, or none of the Proposers
- Solicit best and final offers from all or some of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposal
- Request clarification of the information submitted
- Request additional information

INQUIRIES

Questions regarding this RFP must be in writing and sent via the U.S. Mail or e-mail to Brant Kucera (bkucera@coawi.org) up to ten (10) days before the proposal is due. After this date questions involving the content or intent of the proposal will not be answered. All questions will be responded to in writing, provided to all parties requesting an RFP for which the City has contact information, and treated as an addendum to the proposal packet.

PROPOSER RESPONSIBILITY

Interested proposers have the responsibility of understanding what is required by this solicitation. The City shall not be held responsible for any firm's lack of understanding. This solicitation contains a brief description of the project site. The City makes no representations as to the conditions of the project site and no employee or any other representative of the City of Ashland has authority to make any oral or written representations as to the conditions of the project site. Proposers are responsible to assure delivery prior to the deadline. Do not assume that a guarantee by a mailing service will ensure that the proposal is received by the deadline.

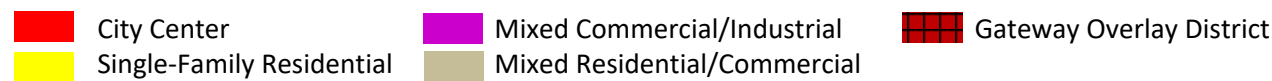
CONTRACT

No contract shall be in effect until the City executes a signed contract agreement.

Additional Information

1. City of Ashland Housing Market Study, March 2018
2. Final Case Closure Letter and Map of Residual Soil Contamination
3. Existing Zoning Map of Surrounding Area
4. Excerpts from Authentic Ashland 2035 Comprehensive Plan Regarding Site Disposition
5. Vicinity Map

Existing Zoning
Beaser Avenue Redevelopment Site & Surrounding Area



Beaser Avenue Redevelopment Site – Area Vicinity Map
City of Ashland, WI



SUBJECT: Public Hearing Regarding the 6th Street East Road Reconstruction and Utility Replacement Project for the 2021 Community Development Block Grant-Public Facilities (CDBG-PF) Funds (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS: 1. Public Hearing Notice for CDBG-PF

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:**

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The City of Ashland held a Public Hearing on December 3, 2019 related to the 6th Street East Road Reconstruction and Utility Replacement Project. This project is partially funded through a Community Development Block Grant (CDBG) funding.

The City is required to hold a second Public Hearing at this point in the project, to discuss the project and progress to date. The public was invited to gather their input of the project and identify community development needs.

This Public Hearing was publicly noticed twice as required, at least 15 days prior to the meeting, and posted in three public places, including the City's website and social media.

PUBLIC HEARING NOTICE – CITY OF ASHLAND, WI

June 28, 2022 @ 5:30 PM

Ashland City Hall Council Chambers

601 Main Street West, Ashland, WI

With the availability to attend virtually Via GoTo Meeting

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

<https://meet.goto.com/500263957> Access Code: 500-263-957

Or by phone (Toll Free): [1 877 309 2073](tel:18773092073)

The City of Ashland will conduct a public hearing regarding the 6th Street E Road Reconstruction and Utility Replacement for the 2021 Community Development Block Grant – Public Facilities Program (CDBG-PF). The public is invited to attend to learn about the CDBG program, to help identify additional community and economic development needs, and to comment on project activities thus far. All information and records relating to the project can be obtained from the City Clerk during regular office hours. Written comments may also be submitted to the City Clerk by June 23rd.

The agenda for the public hearing is:

1. Eligible CDBG activities.
2. Discuss CDBG-PF project and progress to date.
3. Citizen input regarding the progress of the project and other CDBG activities.
4. Identification of any community development needs by the public.

Residents of the City of Ashland are encouraged to attend, especially residents with low to moderate incomes.

The meeting room is handicap accessible. Persons needing additional accommodations should contact the City Clerk via telephone at (715) 682-7071.

~~~~~  
Affidavit of Publication Required

Publish on: June 11, 2022  
June 21, 2022

Submitted by Denise Oliphant, City Clerk

**SUBJECT:** Approve to Accept Bid from Northwoods Paving Company, and Award a Contract for the 2022 Pavement Preservation Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director

**EXHIBITS:**

1. Bid Recommendation from Cedar Corporation, June 13., 2022
2. Bid Tabulation - 2022 Pavement Preservation Project
3. City of Ashland 2022 Pavement Preservation map
4. Change Order No. 1

**EXPENDITURES REQUIRED:** \$217,717.97- Fund 470 Street Improvements

**AMOUNT BUDGETED:** \$218,000.00 - Fund 470 Street Improvements

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

**TREASURER'S  
CERTIFICATE:** The Treasurer's Office has certified on June 8, 2022, that Northwoods Paving Company is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

**COMPLIANCE WITH ORD. 51:** The Mayor and/or Clerk consented to placement of this agenda item on the Council agenda as timely action is needed.

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

**SUMMARY STATEMENT:**

Roadway improvements are identified not only to improve the condition of deteriorated roadway surfaces but also to preserve the life expectancy of existing roads, including both the paved surface and underlying base structure. The 2022 Pavement Preservation project focuses on roadways that are primarily free of concerns regarding the condition of underlying utilities and include base structures that can be adequately preserved.

The project locations are indicated on the attached work location map.

The City worked with Cedar Corporation to develop a contract package for the 2022 Pavement Preservation Project that was advertised on May 24 and May 31, 2022. One bid was received from Northwoods Paving Company.

As shown on the attached work location map, the project will focus on the resurfacing of Stuntz Avenue from

Lake Shore Drive East to 6th Street East (including 1 block from Stuntz Avenue to 7th Avenue East), as well as the resurfacing of 3rd Street East from Stuntz Avenue to Ellis Avenue. The Public Works Department has identified these locations as necessary for road resurfacing due to their extensive use and their deteriorating condition. Both roads are designated Priority 1 emergency routes for winter maintenance (ie snow plowing).

The bid received is lower than the amount budgeted but does not leave an allowance for contract contingency funds. As a result, the Public Works Department has negotiated a proposed deductive change order of \$22,226.07 in order to lower total project costs and allow for contingency funds while still staying under budget. The change order includes eliminating a one block segment, from USH 2 to Main Street on Stuntz Avenue, and changing the asphalt mix to a more cost effective option. The proposed change order brings the total project cost down to \$195,491.90. Combined with a 10% contingency, the total revised projected cost for the 2022 Pavement Preservation Project will be \$215,041.90.

Funding of \$218,000 for this project was provided in the City's 2022 budget and allows for completion of road resurfacing on both work locations.

The Public Works Department, along with Cedar Corporation, recommends awarding the contract to Northwoods Paving Company at a cost of \$217,717.97 and approval of the proposed deductive Change Order No. 1 in order to provide sufficient contract contingency funds.



June 13, 2022

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

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

On Thursday, June 9, 2022, 11:00 AM, Cedar Corporation accepted bids through Quest vBid electronic bid services on behalf of the City of Ashland for the 2022 Pavement Preservation Project. One (1) bid was received. The bid for \$217,618.50 was submitted by Northwoods Paving Company, Ashland, WI. We have attached bid tabulation depicting the bid received. For comparison purposes, our engineer's opinion of probable project construction cost was \$220,110.00. It is our opinion that the City received a good bid.

Cedar Corporation considers Northwoods Paving Company to be a reputable company and responsible bidder.

Accordingly, we recommend that the City of Ashland award the 2022 Pavement Preservation Project construction contract in amount of \$217,618.50 to Northwoods Paving Company, contingent upon receipt of bonds and insurance certificates.

Please do not hesitate to contact us if you have any questions regarding this matter.

Respectfully Submitted,

CEDAR CORPORATION



Brian Chapman  
Project Manager



Russ Kiviniemi, P.E.  
Principle



## BID TABULATION

2022 Pavement Preservation  
City of Ashland  
Ashland County, WI

June 9, 2022

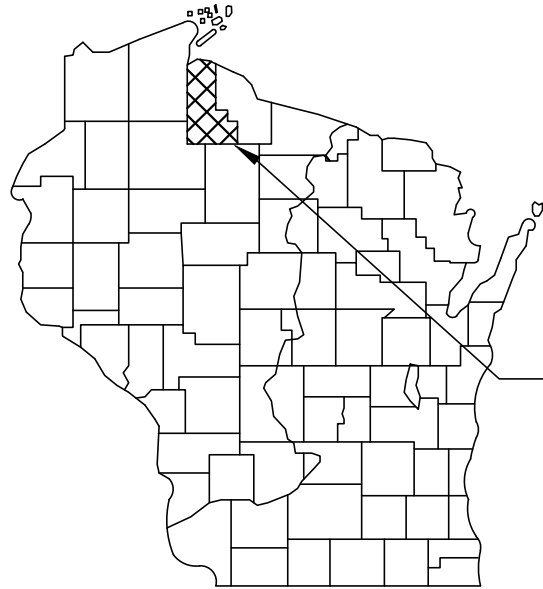
|                                         |      |        | Northwoods Paving Company<br>Ashland, WI |              |
|-----------------------------------------|------|--------|------------------------------------------|--------------|
|                                         |      |        | Unit Price                               | Total        |
| Item Description                        | Unit | Qty    |                                          |              |
| 1 Mill Hot Mix Asphalt, 1.5"            | SY   | 16,800 | \$2.18                                   | \$36,624.00  |
| 2 Adjust Manhole Casting                | EA   | 10     | \$384.00                                 | \$3,840.00   |
| 3 Adjust Valve Box                      | EA   | 15     | \$28.50                                  | \$427.50     |
| 4 Inlet Protection                      | EA   | 30     | \$30.00                                  | \$900.00     |
| 5 Hot Mix Asphalt Pavement (5LT), 1.75" | TON  | 1,600  | \$106.27                                 | \$170,032.00 |
| 6 Traffic Control                       | LS   | 1      | \$5,795.00                               | \$5,795.00   |
| Project Total                           |      |        |                                          | \$217,618.50 |

I:\Clients-Memo\A\2920 Ashland, City of\025 2022 Pavement Preservation\100 Cad\dwg\010101\_tl\_292000025.dwg 05/18/22 10:28:56 AM

# CITY OF ASHLAND

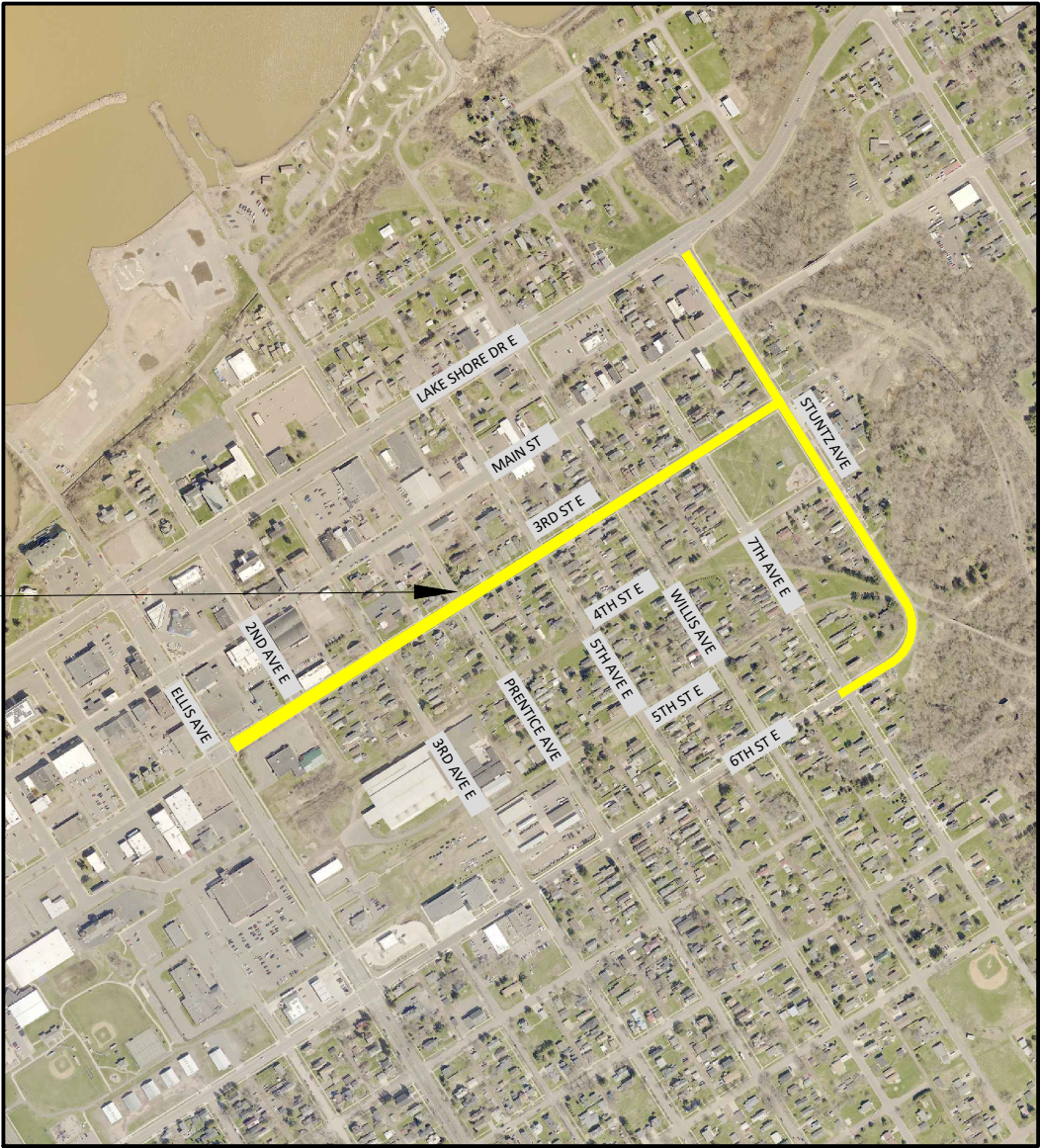
## 2022 PAVEMENT PRESERVATION

### ASHLAND COUNTY, WISCONSIN



WISCONSIN  
ASHLAND COUNTY

PROJECT  
LOCATION



ASHLAND, WI

#### SHEET INDEX

| SHEET |                  |
|-------|------------------|
| 1     | TITLE SHEET      |
| 2     | GENERAL NOTES    |
| 3-4   | TYPICAL SECTIONS |
| 5     | DETAILS          |
| 6-11  | PLAN SHEETS      |

|                                |
|--------------------------------|
| JOB NO.<br>2920-025            |
| DRAWN BY<br>MAK                |
| CHECKED BY<br>XXX              |
| DATE<br>MAY, 2022              |
| REVISIONS                      |
| REFERENCE FILE<br>00base_*.dwg |
| DRAWING FILE<br>*.dwg          |

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**Cedar**  
corporation

2820 Wilson Commons W.  
Madison, WI 53718  
608-354-0037  
FAX: 608-249-5824

1448 Bellevue Street  
Green Bay, WI 54311  
920-491-9081  
FAX: 920-491-9020

604 Wilson Ave.  
Menomonee, WI 54751  
715-235-3048  
FAX: 715-235-2727

CITY OF ASHLAND  
2022 PAVEMENT PRESERVATION  
ASHLAND COUNTY, WISCONSIN  
TITLE SHEET

|           |
|-----------|
| SHEET NO. |
| 1 OF 11   |

**SECTION 00 63 63**  
**CHANGE ORDER NO.: 1**

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Owner: City of Ashland              | Owner's Project No.:              |
| Engineer: Cedar Corporation         | Engineer's Project No.: A2920-025 |
| Contractor: Northwoods Paving       | Contractor's Project No.:         |
| Project: 2022 Pavement Preservation |                                   |
| Contract Name:                      | Effective Date of                 |
| Date Issued: 6/29/2022              | Change Order: 6/29/2022           |

The Contract is modified as follows upon execution of this Change Order:

Description:

**Delete segment of Stuntz Avenue from USH 2 to Main Street from the project limits. Begin project on south side of Main Street. Pave entire project with 4LT 58-28S HMA mix.**

Attachments:

**N/A**

| Change in Contract Price                                                                                     |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]            |                  |
|--------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------|------------------|
| Original Contract Price:                                                                                     |  | Original Contract Times:                                                                                    |                  |
| \$ 217,717.97                                                                                                |  | Substantial Completion:                                                                                     | October 1, 2022  |
|                                                                                                              |  | Ready for final payment:                                                                                    | October 15, 2022 |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: |                  |
| \$ N/A                                                                                                       |  | Substantial Completion:                                                                                     | N/A              |
|                                                                                                              |  | Ready for final payment:                                                                                    | N/A              |
| Contract Price prior to this Change Order:                                                                   |  | Contract Times prior to this Change Order:                                                                  |                  |
| \$ 217,717.97                                                                                                |  | Substantial Completion:                                                                                     | October 1, 2022  |
|                                                                                                              |  | Ready for final payment:                                                                                    | October 15, 2022 |
| [Increase] [Decrease] this Change Order:                                                                     |  | [Increase] [Decrease] this Change Order:                                                                    |                  |
| \$ -22,226.07                                                                                                |  | Substantial Completion:                                                                                     | N/A              |
|                                                                                                              |  | Ready for final payment:                                                                                    | N/A              |
| Contract Price incorporating this Change Order:                                                              |  | Contract Times with all approved Change Orders:                                                             |                  |
| \$ 195,491.90                                                                                                |  | Substantial Completion:                                                                                     | October 1, 2022  |
|                                                                                                              |  | Ready for final payment:                                                                                    | October 15, 2022 |

|                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p style="text-align: center;">Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**SUBJECT:** Approve an Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson, Inc. (SEH) for the STH 13/Ellis Avenue Watermain Design Replacement Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Finance Director  
Public Works Director

**EXHIBITS:**

1. Agreement for Professional Services between City of Ashland and Short Elliott Hendrickson, Inc
2. Ashland STH 13/Ellis Avenue - Water Improvements Schedule

**EXPENDITURES REQUIRED:** \$74,700.00 Engineering Services  
\$ 7,470.00 Contract Contingency (10%)  
**\$82,170.00** Project Total

**AMOUNT BUDGETED:** -\$0-

**APPROPRIATION REQUIRED:** \$82,170 - Fund 680 Water Utility  
  
Reimbursement expected from WI DNR Safe Drinking Water Loan (FY 2024)

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on June 8, 2022 that Short Elliot Hendrickson, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

**COMPLIANCE WITH ORD. 51:** The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

**SUMMARY STATEMENT:**

The Ellis Avenue Watermain Replacement Project consists of the replacement of existing watermain along Ellis Avenue in coordination with the Wisconsin Department of Transportation (WI DOT) project for pavement replacement on Ellis Avenue from US 2 to the City Limits.

The City has existing utilities throughout Ellis Avenue and the pavement replacement project offers a cost effective opportunity for replacement in order to ensure reliability of service and avoid future emergency repairs of the highway as a result of watermain breaks. Watermain breaks in the highway require particularly



expensive repairs due to WI DOT road restoration requirements.

From US 2 to 3rd Street West, the existing watermain was installed in 1883 and, despite being free of lead service laterals (LSLs), has experienced five different watermain breaks in the past 20 years. From 6th Street West to 11th Street West, the existing watermain was installed in 1888, and, despite only experiencing one watermain break in the past 20 years, includes 32 LSLs that require replacement. Due to the presence of lead on the public side of these connections, these LSLs are only eligible for replacement via Wisconsin Department of Natural Resources (DNR) funding if the watermain is replaced.

The existing watermain from 3rd Street West to 6th Street West was replaced in 1999 in coordination with a separate WI DOT project.

The total cost of the watermain replacement is unknown but is expected to approach \$1 million. Short Elliot Hendrickson, Inc. (SEH) is under subcontract with the WI DOT for the design of stormwater utilities that are associated with the roadway, making them the best fit for the design of City watermain facilities. Although the approach offers significant savings in construction costs, a high level of coordination between the City and WI DOT is required in order to facilitate watermain replacement as part of the WI DOT project. In addition, SEH has successfully obtained financial assistance from the Wisconsin Department of Natural Resources (WI DNR) Clean Water Loan Program (CWLP) on behalf of the City and staff has identified this project as a strong candidate for WI DNR Safe Drinking Water Loan Program (SDWLP) assistance, which has very similar requirements compared to the CWLP.

The scope of the professional services provided by SEH will include surveying, technical design, coordination with the WI DOT project and SDWLP administration services necessary to complete an application for the project. Additional services may be necessary for construction oversight and to close the SDWLP but Council will be asked to approve this scope of work at a later date.

The Public Works Department recommends entering into an agreement with SEH for engineering services at a cost not to exceed \$82,170.

## Agreement for Professional Services

This Agreement is effective as of June 28, 2022, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **STH 13/Ellis Avenue (11<sup>th</sup> Street to USH 2) – Water Main Design**.

**Client's Authorized Representative:** John Butler, PE  
**Address:** 2020 6<sup>th</sup> Street East  
Ashland, WI 54806  
**Telephone:** 715.685.1648 **email:** [jbutler@coawi.org](mailto:jbutler@coawi.org)

**Project Manager:** Bryan Cunningham, PE (WI)  
**Address:** 326 S. Main Street, Suite 100  
Rice Lake, WI 54868  
**Telephone:** 715.271.7522 **email:** [bcunningham@sehinc.com](mailto:bcunningham@sehinc.com)

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

*General Scope: Preparation of plans, permits, SDW funding application, and specifications for approximately 2,600 feet of water main to be replaced in two segments along STH 13/Ellis Avenue. Project will be incorporated into the bidding documents for the upcoming WisDOT reconstruction project (Project ID 1610-00-07). The two areas of water main replacement are between 11<sup>th</sup> Street E. and 6<sup>th</sup> Street E., and between 3<sup>rd</sup> Street E. and USH 2.*

An outline of the expected work tasks are listed below:

1. Supplemental Topographic Survey
  - Coordination with separate consultant under contract with WisDOT to obtain and utilize the topographic survey that was completed for the street project
  - Produce and compile background CAD files suitable for water main design
  - Complete additional survey as may be necessary for final water main design. City can assist with traffic control and water-related locates for this supplemental survey.
2. Preliminary Design
  - Project kickoff meeting (virtual) with City staff
  - Incorporate utility information from utility maps, as-built drawings, and City GIS data
  - Coordination with City staff for determining extent of existing facilities and project limits
  - Coordination with service locations and tie-in points
  - Preliminary layout of water main and hydrants throughout project
  - Assemble preliminary specifications and conceptual opinion of probable cost
  - Preliminary design review meeting (virtual) with City staff
  - Submittal of preliminary plans, specifications, and estimate to WisDOT
3. Final Water Main Design
  - Coordination with separate consultant under contract with WisDOT to obtain their draft design CAD files of proposed street layout and elevations
  - Address and incorporate preliminary plan comments from WisDOT review
  - Final layout of new water main to replace existing water main, hydrants, valves, and lateral service connections
  - Pipe profiles based on final proposed street grades and storm sewer

- Evaluation of water pressure and proposed watermain size
  - Preparation of final water main plans to be incorporated into WisDOT-bid plan set, including plan & profile sheets, details, and estimated quantity sheets in WisDOT format
  - Preparation of final water main specifications to be used as Special Provisions in WisDOT bid documents, including documents required for compliance with DNR SDWLP
  - WDNR Engineering Report submittal to satisfy SDWLP requirements
  - WDNR water main plan and specification approval permit
  - Construction cost estimate
  - Two (2) virtual City plan review meetings upon completion of 60% and 90% plans
  - Answer bidder questions during WisDOT letting period
4. Wisconsin Department of Natural Resources Safe Drinking Water Loan Program (WDNR SDWLP) ITA and Full Application Submittal
- Submittal of Intent to Apply (ITA) for State Fiscal Year (SFY) 2024 to cover entire project corridor
  - Draft resolutions and work with the City on adoption of the WDNR required Authorized Representative Resolution and the Reimbursement Resolution by City Council
  - Assemble required documentation. SEH will work with the necessary City Staff, Financial Advisor, Bond Counsel, Engineer, Attorney, and other professionals as required to assemble required documentation for the SDW application
  - Assemble wage rate and special contract requirements as required by SDWLP for inclusion in WisDOT bidding documents
  - Submittal of application for SDWLP, including coordination with Engineering submittal of plans and specifications

**Items to be provided by City:**

The following items will be provided by the City of Ashland to be incorporated into the preliminary design:

- Traffic control or assistance locating water-related infrastructure during topographic survey
- As-built plans or record drawings for existing utilities or previous abutting utility work.
- Specific standards or preferences of the City in relation to design, specifications, products or materials
- Field checks of water-related elements requested to help facilitate design, such as tie-in locations, service location or activity, depths, or other existing components

**Items not included:**

Only those items listed in the above scope are included in the engineering services for the project. Other services which are not included, but may be added with a corresponding adjustment to the professional services fee, include:

- Additional site visits, field investigations, or travel
- Soil borings, geotechnical studies, or hazardous materials investigations
- Attendance at Public Information Meetings or other City or WisDOT meetings
- Design of sanitary sewer, storm sewer, sidewalks, street grades, cross sections, medians, retaining walls, or work related to Trans 220 utility coordination as part of the overall WisDOT project.
- Special assessment related items, such as reports, hearings, notices, or waiver documents
- Additional meetings, notifications, press releases, or extra distribution of information for public or property owners
- Administration of and assistance for loan closing of WDNR Safe Drinking Water Loan Program beyond submittal of application
- Construction staging or traffic control plans – water main work is assumed to be covered under staging and traffic control for the overall WisDOT project
- WDNR Construction Stormwater Permit – construction storm water compliance is assumed under the overall WisDOT project
- Detailed historical/archeological review, detailed floodplain/wetland review and endangered resources evaluation, review or construction considerations for hazardous materials
- Accounting, financial advisor or legal fees
- Easement, real estate, or work on private property permit descriptions, coordination, or acquisition
- Construction related work items, including such items as:
  - Analysis of WisDOT bids or item cost breakdowns extracted from WisDOT data

- Construction project management, submittal review, scheduling, or meetings
- On-site Resident Project Representative (RPR) for construction observation, records, or coordination
- Construction staking
- Processing of pay applications, change orders, or other contract coordination
- Preparation of as-built record plans

**Schedule:** Consultant is prepared to complete this scope of work and begin these efforts upon receipt of Client's written authorization. Pending that all information is available from the WisDOT design consultant in a timely manner, the Consultant will begin preliminary design in summer/fall of 2022, and proceed on the approximate schedule:

|                                                              |                                  |
|--------------------------------------------------------------|----------------------------------|
| • Supplemental Survey                                        | Summer/Fall 2022                 |
| • Preliminary Design                                         | Fall/Winter 2022                 |
| • WDNR SDWLP ITA Submittals                                  | October 31, 2022, 2023, and 2024 |
| • Preliminary Plan submitted to WisDOT                       | February 1, 2023                 |
| • Final Design and Permitting                                | Fall/Winter 2023                 |
| • Complete Plans submitted to WisDOT                         | January 2, 2024                  |
| • Final Plans, Specifications, and Estimate (PS&E) to WisDOT | May 1, 2024                      |
| • WDNR SDWLP Application                                     | June 30, 2024                    |

*Schedule is subject to change pending WisDOT project timeline. For reference, other items are listed below which will follow completion of the tasks outlined in this contract:*

|                                                        |                               |
|--------------------------------------------------------|-------------------------------|
| • WisDOT Bid Let of overall plan, including water main | Fall 2024                     |
| • WisDOT construction, including water main            | Summer 2025                   |
| • WDNR SDWLP Administration and Loan Closing           | Summer/Fall 2024 through 2025 |

**Payment:** The fee is hourly, subject to a not-to-exceed total contract amount, including expenses and equipment. The fee is broken into the general tasks as listed below:

|                                             |                  |
|---------------------------------------------|------------------|
| • Topographic survey and preliminary design | \$ 26,000        |
| • Final Plans                               | \$ 39,500        |
| • DNR SDWL Application                      | \$ 9,200         |
| • Total contract amount                     | <b>\$ 74,700</b> |

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section IV Paragraph C. Limitations on Consultant's Liability: Modify Paragraph 1. by changing the amount from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000) at no additional cost to contract.

x:\ae\al\ashla\common\2022\sth 13-ellis ave wm\update sth 13-ellis ave wm\_ashland\_seh ltr agrmt for prof servi\_6-28-2022.docx

**Short Elliott Hendrickson Inc.**

**City of Ashland**

By:   
 Daniel A Penzkover, PE (WI, MI, IL)  
 Title: Client Service Manager

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between Cith of Ashland (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated June 28, 2022**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.



### **C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

x:\ae\al\ashla\common\2022\sth 13-ellis ave wm\exhibit a-1.docx

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## **SECTION IV – GENERAL CONSIDERATIONS**

### **A. Standards of Performance**

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### **B. Indemnity for Environmental Issues**

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### **C. Limitations on Liability**

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### **D. Assignment**

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### **E. Dispute Resolution**

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## **SECTION V – INTELLECTUAL PROPERTY**

### **A. Proprietary Information**

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### **B. Client Use of Instruments of Service**

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### **C. Reuse of Documents**

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

## **Ashland STH 13 / Ellis Avenue - Water Main Improvements**

*Updated 06/20/2022*

An approximate schedule for the project's design, construction and SDWLP PF program deadlines and milestones:

### **Description**

Signed WisDOT SMA (Amended)

### **Milestones 2020**

May 2020

### **Description**

Signing of Design Engineering Agreement

City coordination w/ WisDOT on Amendment of SMA (for watermain project)

Preliminary Water Main Design and Supplemental Survey

Submit WDNR Intent to Apply (ITA)

### **Milestones 2022**

June 28, 2022

Summer 2022

Summer/Fall 2022

October 31, 2022

### **Description**

Preliminary Water Main Plan Submitted to WisDOT

60% Road Plan completed by WisDOT consultant

Receive comments and coordinate with WisDOT on plans and bidding process

Final Water Main Design

Resubmit WDNR Intent to Apply (ITA)

Engineering Report submittal to WDNR

Biddable Plans & Specs Sent to WDNR for permitting

WDNR Approval of Plans & Specs

### **Milestones 2023**

February 1, 2022

March 1, 2023

Spring/Summer 2023

Fall/Winter 2023

October 31, 2023

Winter 2023

Winter 2023

Late 2023 or Early 2024

### **Description**

Final Watermain Plans and Specs provided to WisDOT for review

SDW loan resolutions adopted by City Council (prior to application)

Collection of City Financial Info, Resolutions, and ER for SDWLP Application

PSC Approval / Construction Authorization

Final comments and coordination with WisDOT Plans

90% Road Plan completed by WisDOT consultant

Final PS&E of complete WisDOT Plans, including water main

Submit WDNR SDW loan application

Engineering agreement for construction services and SDWLP grant admin

WisDOT Letting of overall plan, including water main

Resubmit WDNR Intent to Apply (ITA)

WisDOT award of contract and final agreement with City

### **Milestones 2024**

January 2, 2024

Early Spring 2024

Spring 2024

Spring 2024

Early 2024

March 1, 2024

May 1, 2024

June 30, 2024

Summer/fall 2024

August to October 2024

October 31, 2024

Late 2024 or Early 2025

**Description****Milestones 2025**

|                                                                              |                  |
|------------------------------------------------------------------------------|------------------|
| Council authorization to proceed w/watermain bid / to proceed with final SMA | Early 2025       |
| Deadline for conformed & executed construction contracts submitted to WDNR   | March 31, 2025   |
| Deadline for all documentation required for SDW closing to WDNR              | May 1, 2025      |
| Close on WDNR Safe Drinking Water Loan                                       | Spring 2025      |
| Deadline for executed Financial Assistance Agreement (FAA) (WDNR-City)       | June 23, 2025    |
| WisDOT Construction, including water main                                    | Summer 2025      |
| Substantial Completion of Construction                                       | Fall 2025        |
| SDW Final Funding List Published                                             | Fall 2025        |
| Resubmit WDNR Intent to Apply (ITA)                                          | October 31, 2025 |



**SUBJECT:** Approve the State/Municipal Financial Agreement for Design of the US Highway 2 Resurfacing Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director  
Finance Director

**EXHIBITS:** 1. State/Municipal Financial Agreement - USH 2/Lake Shore Drive, Beaser Avenue to Stuntz Avenue

**EXPENDITURES REQUIRED:** \$10,000- 2022  
\$65,000- 2023  
**\$75,000- Total City Share of Design Cost**

**AMOUNT BUDGETED:** -\$0-

**APPROPRIATION REQUIRED:** \$10,000- Fund 100 General Fund Engineering & GIS Public Works  
\$65,000- 2023 budget (future appropriation)

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:** The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

**SUMMARY STATEMENT:**

The Wisconsin Department of Transportation (WIDOT) has budgeted \$300,000 for engineering associated with planned resurfacing of US Highway 2 (US 2) from Beaser Avenue to Stuntz Avenue. The project is tentatively scheduled for 2028 and consists of roadway resurfacing, upgrades to pedestrian curb ramps and traffic signal improvements. This portion of US 2 was prioritized by the WI DOT for improvement due to the previous replacement and/or relocation of City utilities and to preserve the existing roadway base as the pavement approaches the end of its useful life.

This portion of US 2 is a connecting highway, which the WI DOT defines as local streets/roads that carry state highway traffic through the City. Connecting highway status does allow for greater local control of certain aspects of the roadway but WI DOT policy requires participating municipalities to pay 25% of design costs associated with a given project.

The City's share of the project design costs is \$75,000. WI DOT staff estimates that no more than \$10,000 of these costs will be incurred in 2022, with the remainder being incurred in future years. The Public Works Director is requesting Council approval to enter into an agreement with the WI DOT for project design and to expend \$10,000 of funds in 2023. The remaining \$65,000 will be requested as part of future City budget requests.

|                                                                                                                                                                                                              |                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p style="text-align: center;"><b>STATE/MUNICIPAL<br/>FINANCIAL AGREEMENT FOR<br/>A STATE- LET HIGHWAY<br/>PROJECT</b></p> | <p>Date: February 22, 2022</p> <p>I.D.: 1180-01-01/71</p> <p>Road Name: C of Ashland, Lake Shore Drive (USH 2)</p> <p>Limits: Beaser Avenue to Stuntz Avenue</p> <p>County: Ashland</p> <p>Roadway Length: 1.33 miles</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The signatory, **City of Ashland**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

#### NEEDS AND ESTIMATE SUMMARY:

**Existing Facility - Describe and give reason for request:** The existing facility in this project is a connecting highway within the City of Ashland. The facility is an oversize-overweight, high clearance, federal and state long truck route. The existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement will be a resurfacing. Work will include curb ramp updates, and traffic signal improvements at the Beaser Avenue and Ellis Avenue (STH 13) intersections. Details will be determined during the project scoping and design process.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Construction elements to potentially be undertaken by the Municipality have not yet been fully identified.

**TABLE 1: SUMMARY OF COSTS**

| Phase                                                             | Total Est. Cost     | Federal/State Funds | %    | Municipal Funds  | %   |
|-------------------------------------------------------------------|---------------------|---------------------|------|------------------|-----|
| <b>1180-01-01</b><br>Preliminary Engineering:<br>Plan Development | \$ 300,000          | \$ 225,000          | BAL  | \$ 75,000        | LS* |
| <b>1180-01-71</b><br>Construction:<br>Participating               | \$ 2,980,000        | \$ 2,980,000        | 100% | \$ -             | 0%  |
| Non-Participating                                                 | \$ -                | \$ -                |      | \$ -             |     |
| <b>Total Cost Distribution</b>                                    | <b>\$ 3,280,000</b> | <b>\$ 3,205,000</b> |      | <b>\$ 75,000</b> |     |

\*LS = Lump Sum

The project is connecting highway. Per Department policy for connecting highway, the Municipality will contribute 25% of the estimated design cost, or \$75,000.

\$300,000 x 25% = \$75,000

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Ashland** (please sign in blue ink)

|      |       |      |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

Signed for and in behalf of the **State** (please sign in blue ink)

|      |       |      |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

## TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.

- (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage within the connecting highway portion of the project.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory



requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.

- (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
- (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
- (d) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the traffic signal systems at the Lake Shore Drive (US 2) and Beaser Avenue intersection and the Lake Shore Drive (US 2) and Ellis Avenue (STH 13) intersection.
- (e) Prohibit angle parking.
- (f) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
- (g) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- (h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
- (i) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (j) Coordinate with the State on changes to highway access within the project limits.
- (k) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

9. Basis for local participation:

- (a) 1180-01-01 Design: Design costs for connecting highway are 75% funded with Federal/State funds when the Municipality provides the remaining 25%, based on the Department's policy for connecting highways. Based on total estimate design costs of \$300,000, the Municipality will contribute a lump sum payment of \$75,000.
- (b) 1180-01-71 Construction: There is no cost share for the general roadway construction.
- (c) SMA may require future amendment for the addition of any locally funded construction elements such as resurfacing parking lanes or utility work or adjustments.

[END]

**SUBJECT:** Approve a Resolution by the Common Council for the City of Ashland, Wisconsin to Adopt the 2022 Amended General Fund Budget to Meet the State of Wisconsin Expenditure Restraint Payment Program Guidelines in Order to Receive the 2023 Expenditure Restraint Revenue, and Approve General Fund Balance Transfers to Capital Project Funds for 2022 (*Finance*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Finance

**CLEARANCES:** Administrator

**EXHIBITS:**

1. Proposed Resolution to Amend the General Fund 2022 Budget
2. Proposed Amended 2022 Budget Notice
3. WI DOR Expenditure Restraint Program

**EXPENDITURES REQUIRED:** \$13,299,663

**AMOUNT BUDGETED:** \$13,299,663

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

**TREASURER'S  
CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:** NA

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:** NA

**SUMMARY STATEMENT:**

The 2022 General Fund budget expenditures are over the State expenditure restraint program (ERP) guidelines by \$242,000. In order for the City to qualify for a 2023 ERP Shared Revenue payment, the budget needs to be amended to reduce expenditures by \$242,000 before June 30, 2022. This is an important revenue for the City budget and the expected amount of ERP revenue for 2022 is \$132,474. .

During the preparation of the 2022 budget, the Finance Director overlooked the fact that short-term borrowing is included as an expenditure for the expenditure restraint program, whereas long-term debt is excluded. By amending the 2022 budget, the City will qualify for the 2023 ERP revenue.

The 2022 budget includes appropriation of General Fund-fund balance in the amount of \$374,284 that includes transfers to capital project funds. The budget amendment to qualify for the ERP and keep the 2022 capital

projects funded is a two-step approval process.

First, the proposed amended budget will reduce the appropriation of fund balance by \$242,000 and reduce transfers to capital project funds for ambulance equipment and streets by \$242,000.

Second, the Council will be asked to approve a separate transfer of General Fund-fund balance to the capital project funds for ambulance equipment and streets to maintain the same amount of 2022 funding for these capital project funds.

Per the Wisconsin Department of Revenue, the expenditure restraint program (ERP) provides unrestricted aid to qualifying municipalities that limit growth in spending. A municipality qualifies for an ERP payment if it meets the following two conditions:

1. Municipal-purpose property tax rate: The property tax rate must be at least five mills. The tax rate is calculated by dividing the total levy for municipal purposes, excluding tax incremental finance (TIF) levies, by the total equalized value excluding TIF incremental value.
2. Municipal budget: the municipal budget for the year before the payment has not increased over the prior year's budget by more than an inflation factor plus a valuation factor. See attached exhibit 3.

The Finance Director is recommending approval of the resolution to amend the 2022 budget as stated in exhibit 1 and approve the General Fund-fund balance transfers to the capital projects funds in the amount of \$184,400 to CP461 ambulance equipment and \$57,600 to CP470 streets.

## RESOLUTION No. 17684

**RESOLUTION BY THE COMMON COUNCIL FOR THE CITY OF ASHLAND,  
WISCONSIN TO ADOPT THE 2022 AMENDED GENERAL FUND BUDGET TO MEET  
THE STATE OF WISCONSIN EXPENDITURE RESTRAINT PAYMENT PROGRAM  
GUIDELINES IN ORDER TO RECEIVE THE 2023 EXPENDITURE RESTRAINT  
REVENUE**

**WHEREAS**, the Common Council for the City of Ashland, Wisconsin, at the June 28, 2022 meeting, has deliberated the 2022 General Fund municipal budget amendment; and

**WHEREAS**, the Common Council for the City of Ashland, Wisconsin has concluded that budget decreases for the general fund-fund balance appropriation and expenditures are necessary for the General Fund Budget to meet the State of Wisconsin Expenditure Restraint Program participation requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council for the City of Ashland, Wisconsin hereby adopts the 2022 Budget Amendment for the General Fund as summarized on the attachment to this Resolution.

Passed: June 28, 2022

\_\_\_\_\_  
Councilperson

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

**CITY OF ASHLAND**  
**2022 PROPOSED BUDGET AMENDMENT**  
**SUMMARY WORKSHEET**

|                                                  | 2022<br>Budget       | 2022<br>Proposed<br>Amendment | Amending            |
|--------------------------------------------------|----------------------|-------------------------------|---------------------|
| <b>Property Tax Levy</b>                         |                      |                               |                     |
| Assessed Value                                   | 469,917,700          | 469,917,700                   | -                   |
| Mill Rate                                        | 10.1532              | 10.1532                       | 0.0000              |
| <b>Gross Levy</b>                                | <b>\$ 4,771,188</b>  | <b>\$ 4,771,188</b>           | <b>\$ -</b>         |
| <b>Less Restricted Levy:</b>                     |                      |                               |                     |
| TIF Levy                                         | (257,486)            | (257,486)                     | -                   |
| <b>Debt Service Levy</b>                         |                      |                               |                     |
| Long-term G.O. Debt Service                      | (1,407,328)          | (1,407,328)                   | -                   |
| Short-Term GO Debt Service                       | (273,000)            | (273,000)                     | -                   |
| Net Debt Service Levy                            | (1,680,328)          | (1,680,328)                   | -                   |
| <b>Total Restricted Levy</b>                     | <b>(1,937,814)</b>   | <b>(1,937,814)</b>            | <b>-</b>            |
| <b>Net Expendable Levy</b>                       | <b>\$ 2,833,374</b>  | <b>\$ 2,833,374</b>           | <b>\$ -</b>         |
| <b>Less Direct Expense Levy:</b>                 |                      |                               |                     |
| CP - Fire Capital Equip.                         | -                    | -                             | -                   |
| CP 462 Police Capital Equip.                     | -                    | -                             | -                   |
| <b>Total Direct Expense Levy</b>                 | <b>\$ -</b>          | <b>\$ -</b>                   | <b>\$ -</b>         |
| <b>Net Levy Available for General Fund</b>       | <b>\$ 2,833,374</b>  | <b>\$ 2,833,374</b>           | <b>\$ -</b>         |
| <b>Post-Levy Property Tax Adjustments</b>        | <b>-</b>             | <b>-</b>                      | <b>-</b>            |
| <b>Non-Tax General Fund Revenues</b>             | <b>8,154,191</b>     | <b>8,154,191</b>              | <b>-</b>            |
| <b>Appropriation of Fund Balance</b>             | <b>374,284</b>       | <b>132,284</b>                | <b>(242,000)</b>    |
| <b>Total General Fund Revenues</b>               | <b>\$ 11,361,849</b> | <b>\$ 11,119,849</b>          | <b>\$ (242,000)</b> |
| <b>Uses of General Funds</b>                     |                      |                               |                     |
| <b>General Fund Transfer to Other Funds:</b>     |                      |                               |                     |
| SR 215 - Vaughn Library                          | (312,000)            | (312,000)                     | -                   |
| SR 229 - Insured Loss Deductible                 | -                    | -                             | -                   |
| SR 245 - Planning & Redevelopment                | (66,500)             | (66,500)                      | -                   |
| SR 246 - Home Improvement Programs               | -                    | -                             | -                   |
| SR 260 - Recycling                               | (85,600)             | (85,600)                      | -                   |
| SR 277 - Wetland Mitigation                      | -                    | -                             | -                   |
| SR 233 - Police Programs                         | -                    | -                             | -                   |
| SR 281 - Tax Increment Dist #6                   | -                    | -                             | -                   |
| CP 450 - Building Facilities.                    | -                    | -                             | -                   |
| CP 454 - Equipment Leases-General Gvnt           | (5,000)              | (5,000)                       | -                   |
| CP 460 - Public Works Capital Equip.             | -                    | -                             | -                   |
| CP 461 - Fire/Amb Capital Equip.                 | (184,400)            | -                             | 184,400             |
| CP 462 - Police Dept Capital Equip.              | (15,000)             | (15,000)                      | -                   |
| CP 463 - Computer Capital Equip.                 | -                    | -                             | -                   |
| CP 470 - Capital Street Improvements             | (84,300)             | (26,700)                      | 57,600              |
| CP 480 - Urban Forestry                          | (6,000)              | (6,000)                       | -                   |
| CP 481 - Parks & Rec                             | -                    | -                             | -                   |
| EF 610 - JFK Airport                             | (68,770)             | (68,770)                      | -                   |
| CP 470 - Storm Water                             | -                    | -                             | -                   |
| IS 750 - Post Retirement Benefits Reserve        | (85,000)             | (85,000)                      | -                   |
| CP 491 / TA 810 - Landfill (LTC)                 | (5,000)              | (5,000)                       | -                   |
| <b>Total Transfers to Other Funds</b>            | <b>\$ (917,570)</b>  | <b>\$ (675,570)</b>           | <b>\$ 242,000</b>   |
| <b>Net Available for General Fund Operations</b> | <b>\$ 10,444,279</b> | <b>\$ 10,444,279</b>          | <b>\$ -</b>         |

**CITY OF ASHLAND**  
**2022 PROPOSED BUDGET AMENDMENT**  
**SUMMARY WORKSHEET**

|                                                       | 2022<br>Budget         | 2022<br>Proposed       | Amending          |
|-------------------------------------------------------|------------------------|------------------------|-------------------|
| <b>General Fund Operations</b>                        |                        |                        |                   |
| <b>GENERAL GOVERNMENT</b>                             |                        |                        |                   |
| Mayor                                                 | (29,670)               | (29,670)               | -                 |
| City Council                                          | (71,775)               | (71,775)               | -                 |
| City Administrator                                    | (142,745)              | (142,745)              | -                 |
| Police & Fire Commission                              | (7,900)                | (7,900)                | -                 |
| City Attorney                                         | (60,000)               | (60,000)               | -                 |
| City Clerk                                            | (100,350)              | (100,350)              | -                 |
| Human Resources (Personnel)                           | (87,095)               | (87,095)               | -                 |
| Elections                                             | (73,365)               | (73,365)               | -                 |
| Technology Services                                   | (353,370)              | (353,370)              | -                 |
| Other City Hall                                       | (89,525)               | (89,525)               | -                 |
| Finance                                               | (392,950)              | (392,950)              | -                 |
| Assessor                                              | (32,800)               | (32,800)               | -                 |
| Buildings & Facilities Maintenance                    | (471,284)              | (471,284)              | -                 |
| Misc, Insurance & Contingency                         | (124,100)              | (124,100)              | -                 |
| Budget Development Contingency                        | -                      | -                      | -                 |
| <b>TOTAL GENERAL GOVERNMENT</b>                       | <b>\$ (2,036,929)</b>  | <b>\$ (2,036,929)</b>  | <b>\$ -</b>       |
| <b>PUBLIC SAFETY</b>                                  |                        |                        |                   |
| Police                                                | (2,241,625)            | (2,241,625)            | -                 |
| Fire                                                  | (1,445,425)            | (1,445,425)            | -                 |
| Ambulance                                             | (1,508,615)            | (1,508,615)            | -                 |
| Public Fire Protection Fee                            | (19,300)               | (19,300)               | -                 |
| Building Inspection                                   | (147,305)              | (147,305)              | -                 |
| <b>TOTAL PUBLIC SAFETY</b>                            | <b>\$ (5,362,270)</b>  | <b>\$ (5,362,270)</b>  | <b>\$ -</b>       |
| <b>HEALTH &amp; SOCIAL SERVICES</b>                   |                        |                        |                   |
| Animal Control                                        | (79,945)               | (79,945)               | -                 |
| Pest Control                                          | (8,500)                | (8,500)                | -                 |
| Mt. Hope Cemetery                                     | (61,000)               | (61,000)               | -                 |
| <b>TOTAL HEALTH &amp; SOCIAL SERVICES</b>             | <b>\$ (149,445)</b>    | <b>\$ (149,445)</b>    | <b>\$ -</b>       |
| <b>PUBLIC WORKS</b>                                   |                        |                        |                   |
| Public Works                                          | (1,652,289)            | (1,652,289)            | -                 |
| Transportation                                        | (31,000)               | (31,000)               | -                 |
| Sanitation                                            | (404,092)              | (404,092)              | -                 |
| <b>TOTAL PUBLIC WORKS</b>                             | <b>\$ (2,087,382)</b>  | <b>\$ (2,087,382)</b>  | <b>\$ -</b>       |
| <b>LEISURE ACTIVITIES</b>                             |                        |                        |                   |
| Community Programs                                    | (27,550)               | (27,550)               | -                 |
| City Parks Maintenance                                | (239,209)              | (239,209)              | -                 |
| Parks & Recreation Programs (APR)                     | (300,025)              | (300,025)              | -                 |
| Municipal Band                                        | (4,950)                | (4,950)                | -                 |
| <b>TOTAL LEISURE ACTIVITIES</b>                       | <b>\$ (571,734)</b>    | <b>\$ (571,734)</b>    | <b>\$ -</b>       |
| <b>CONSERVATION &amp; DEVELOPMENT</b>                 |                        |                        |                   |
| Planning and Development                              | (236,520)              | (236,520)              | -                 |
| <b>TOTAL CONSERVATION &amp; DEVELOPMENT</b>           | <b>\$ (236,520)</b>    | <b>\$ (236,520)</b>    | <b>\$ -</b>       |
| <b>Total General Fund Expenditures for Operations</b> | <b>\$ (10,444,279)</b> | <b>\$ (10,444,279)</b> | <b>\$ -</b>       |
| <b>Total Uses of General Funds</b>                    | <b>\$ (11,361,849)</b> | <b>\$ (11,119,849)</b> | <b>\$ 242,000</b> |
| <b>Net (Expenditures) over Revenue</b>                | <b>\$ (0)</b>          | <b>\$ (0)</b>          | <b>\$ -</b>       |



**CITY OF ASHLAND  
2022 PROPOSED BUDGET AMENDMENT  
GENERAL FUND REVENUES**

|                                               |                                         |  | NO<br>PROPOSED<br>Amendment |
|-----------------------------------------------|-----------------------------------------|--|-----------------------------|
| ACCOUNT DESCRIPTION                           |                                         |  | 2022<br>Budget              |
| <b>TAXES</b>                                  |                                         |  |                             |
| 100 41110                                     | GENERAL PROPERTY TAXES                  |  | 2,833,374                   |
| 100 41140                                     | MOBILE HOME TAXES                       |  | 24,000                      |
| 100 41210                                     | MOTEL/HOTEL TAXES                       |  | 10,000                      |
| 100 41222                                     | SALES TAX - CITY SHARE                  |  | 140                         |
| 100 41310                                     | TAXES - WATER UTILITY PILOT             |  | 400,000                     |
| 100 41320                                     | TAXES - TAX EXEMPT PILOT                |  | 40,000                      |
| 100 41800                                     | PENALTIES ON DELINQUENT TAXES-PP        |  | 1,000                       |
| 100 41810                                     | PENALTIES ON DELINQUENT TAXES-Utilities |  | 1,500                       |
| 100 41900                                     | OTHER TAXES                             |  | 0                           |
| <b>TOTAL TAXES:</b>                           |                                         |  | <b>3,310,014</b>            |
| <b>SPECIAL ASSESSMENTS</b>                    |                                         |  |                             |
| 100 42000                                     | SPECIAL ASSESSMENTS                     |  | 0                           |
| <b>TOTAL SPECIAL ASSESSMENTS:</b>             |                                         |  | <b>0</b>                    |
| <b>INTERGOVERNMENTAL</b>                      |                                         |  |                             |
| 100 43300                                     | FEDERAL GRANTS                          |  | 0                           |
| 100 43410                                     | SHARED REVENUES                         |  | 3,712,076                   |
| 100 43411                                     | EXPENDITURE RESTRAINT                   |  | 132,474                     |
| 100 43412                                     | EXEMPT COMPUTER AID                     |  | 18,500                      |
| 100 43413                                     | PERSONAL PROPERTY TAX AID               |  | 47,870                      |
| 100 43414                                     | VIDEO SERVICE PROVIDER AID              |  | 18,533                      |
| 100 43420                                     | STATE FIRE DUES                         |  | 21,000                      |
| 100 43529                                     | OTHER PUBLIC REVENUE                    |  | 50,000                      |
| 100 43531                                     | STATE GENERAL TRANS AID                 |  | 627,312                     |
| 100 43530                                     | STATE GRANT REVENUE                     |  | 100                         |
| 100 43533                                     | STATE CONNECTING HWY AID                |  | 76,591                      |
| 100 43610                                     | PAYMENT FOR MUNICIPAL SERVICE           |  | 12,500                      |
| 100 43799                                     | OTHER LOCAL GOVT GRANTS                 |  | 0                           |
| <b>TOTAL INTERGOVERNMENTAL:</b>               |                                         |  | <b>4,716,956</b>            |
| <b>LICENSES &amp; PERMITS</b>                 |                                         |  |                             |
| 100 44100                                     | LICENSES - BUSINESS & OCCUPATIONAL      |  | 35,000                      |
| 100 44110                                     | CABLE FRANCHISE FEE                     |  | 76,000                      |
| 100 44200                                     | LICENSES - NON BUSINESS                 |  | 10                          |
| 100 44300                                     | BUILDING & STREET-CUT PERMITS           |  | 47,000                      |
| 100 44400                                     | ZONING PERMITS & FEES                   |  | 6,000                       |
| <b>TOTAL LICENSES &amp; PERMITS:</b>          |                                         |  | <b>164,010</b>              |
| <b>FINES, FORFEITS &amp; PENALTIES</b>        |                                         |  |                             |
| 100 45100                                     | LAW & ORDINANCE VIOLATIONS              |  | 20,000                      |
| <b>TOTAL FINES, FORFEITS &amp; PENALTIES:</b> |                                         |  | <b>20,000</b>               |
| <b>PUBLIC CHARGES FOR SERVICES</b>            |                                         |  |                             |
| 100 46100                                     | OTHER REVENUES - GENERAL GOVT           |  | 9,000                       |
| 100 46210                                     | POLICE SERVICES                         |  | 5,000                       |
| 100 46220                                     | FIRE PROTECTION FEES                    |  | 1,000                       |
| 100 46230                                     | AMBULANCE/EMS FEES                      |  | 995,000                     |
| 100 46231                                     | AMB PROTECTION FEES                     |  | 12,000                      |
| 100 46290                                     | SPECIAL CHARGES                         |  | 6,100                       |
| 100 46310                                     | PUBLIC WORKS CHARGES                    |  | 50,000                      |

**CITY OF ASHLAND  
2022 PROPOSED BUDGET AMENDMENT  
GENERAL FUND REVENUES**

**NO  
PROPOSED  
Amendment**

| <b>ACCOUNT DESCRIPTION</b>                     |                                        |  | <b>2022<br/>Budget</b> |
|------------------------------------------------|----------------------------------------|--|------------------------|
| 100 46330                                      | PARKING RENT & FINES                   |  | 10,000                 |
| <b>PUBLIC CHARGES FOR SERVICES Cont.</b>       |                                        |  |                        |
| 100 46420                                      | REFUSE/GARBAGE COLLECTION FEES         |  | 350,000                |
| 100 46421                                      | RECYCLING FEES (started February 2016) |  | 39,000                 |
| 100 46431                                      | SPRING CLEANUP FEES                    |  | 1,800                  |
| 100 46440                                      | WEED/NUISANCE CONTROL                  |  | 5,000                  |
| 100 46510                                      | ANIMAL CONTROL FEES                    |  | 3,000                  |
| 100 46720                                      | PARKS REVENUE                          |  | 150,000                |
| 100 46721                                      | PW FUEL TAX REFUND                     |  | 3,500                  |
| 100 46722                                      | PW ADMIN FEE                           |  | 5,400                  |
| 100 46755                                      | LEISURE PROGRAMS & REC FEES            |  | 80,000                 |
| <b>TOTAL PUBLIC CHARGES:</b>                   |                                        |  | <b>1,725,800</b>       |
| <b>INTERGOVERNMENTAL CHARGES FOR SERVICES</b>  |                                        |  |                        |
| 100 47321                                      | LIAISON OFFICER-REIMBURSE              |  | 80,190                 |
| 100 47323                                      | FIRE- TOWNSHIP CONTRACTS               |  | 140,292                |
| 100 47324                                      | AMBULANCE - TOWNSHIP CONTRACTS         |  | 316,433                |
| 100 47330                                      | GIS REIMBURSEMENT (COUNTY)             |  | 0                      |
| 100 47400                                      | ATTORNEY - UTILITY REIMBURSE           |  | 5,000                  |
| 100 47401                                      | UTILITY COST SHARE                     |  | 221,570                |
| 100 47403                                      | AIRPORT ADMIN REIMBURSEMENT            |  | 8,000                  |
| 100 47405                                      | CHARGES TO LIBRARY                     |  | 43,700                 |
| <b>TOTAL INTERGOVERNMENTAL CHARGES:</b>        |                                        |  | <b>815,185</b>         |
| <b>MISCELLANEOUS REVENUES</b>                  |                                        |  |                        |
| 100 48110                                      | INTEREST ON CASH & INVESTMENTS         |  | 20,000                 |
| 100 48200                                      | PROPERTY RENTS & LEASES                |  | 28,500                 |
| 100 48309                                      | SALES OF OTHER EQUIP & PROPERTY        |  | 0                      |
| 100 48440                                      | INS CLAIMS REIMB - OTHER               |  | 0                      |
| 100 48500                                      | GENERAL DONATIONS & GIFTS              |  | 1,000                  |
| 100 48900                                      | WORKERS COMP WAGE REIMB                |  | 2,000                  |
| 100 48901                                      | MISCELLANEOUS                          |  | 4,150                  |
| 100 48910                                      | INSURANCE DIVIDENDS                    |  | 35,000                 |
| <b>TOTAL MISCELLANEOUS:</b>                    |                                        |  | <b>90,650</b>          |
| <b>OTHER FINANCING SOURCES &amp; TRANSFERS</b> |                                        |  |                        |
| 100 49220                                      | TRANS FROM SPEC REVENUE                |  | 2,800                  |
| 100 49240                                      | TRANS FROM CAPITAL PROJ (Waterfront)   |  | 17,700                 |
| 100 49270                                      | TRANS FROM INTERNAL SERVICE FUND       |  | 124,450                |
| <b>TOTAL OTHER FIN. SOURCES:</b>               |                                        |  | <b>144,950</b>         |
| <b>TOTAL GENERAL FUND REVENUES:</b>            |                                        |  | <b>10,987,565</b>      |
| <b>Non Property Tax GF Revenues</b>            |                                        |  | <b>8,154,191</b>       |



## CITY OF ASHLAND - 2022 AMENDED BUDGET SUMMARY

Common Council approved per Wis. State Statute

65.90(5)(a) June 28, 2022

**General Fund Detail**

|                                       | Adopted<br>2022<br>Budget | Amended<br>2022<br>Budget | Percent<br>Change | <b>PROPOSED</b> |
|---------------------------------------|---------------------------|---------------------------|-------------------|-----------------|
| <b>Sources of Funds</b>               |                           |                           |                   |                 |
| Revenues:                             |                           |                           |                   |                 |
| Taxes:                                |                           |                           |                   |                 |
| General Property Taxes                | \$2,833,374               | \$2,833,374               | 0.00%             |                 |
| Other Taxes                           | 476,640                   | 476,640                   |                   |                 |
| Special Assessments                   | 0                         | 0                         |                   |                 |
| Intergovernmental Revenues            | 4,716,956                 | 4,716,956                 |                   |                 |
| Licenses & Permits                    | 164,010                   | 164,010                   |                   |                 |
| Fines, Forfeitures & Penalties        | 20,000                    | 20,000                    |                   |                 |
| Public Charges for Service            | 1,725,800                 | 1,725,800                 |                   |                 |
| Intergovernmental Charges for Service | 815,185                   | 815,185                   |                   |                 |
| Miscellaneous Revenues                | 90,650                    | 90,650                    |                   |                 |
| Other Financing Sources               | 144,950                   | 144,950                   |                   |                 |
| Total General Fund Revenues           | 10,987,565                | 10,987,565                | 0.00%             |                 |
| Fund Balance Applied                  | 374,284                   | 132,284                   |                   |                 |
| Total Sources of General Funds        | <b>\$11,361,849</b>       | <b>\$11,119,849</b>       | -2.13%            |                 |
| <b>Uses of Funds</b>                  |                           |                           |                   |                 |
| Expenditures:                         |                           |                           |                   |                 |
| General Government                    | \$2,036,929               | \$2,036,929               |                   |                 |
| Public Safety                         | 5,362,270                 | 5,362,270                 |                   |                 |
| Public Works                          | 2,087,381                 | 2,087,381                 |                   |                 |
| Health & Human Services               | 149,445                   | 149,445                   |                   |                 |
| Culture, Recreation & Education       | 571,734                   | 571,734                   |                   |                 |
| Conservation & Development            | 236,520                   | 236,520                   |                   |                 |
| Total General Fund Expenditures       | 10,444,279                | 10,444,279                | 0.00%             |                 |
| Other Financing Uses:                 |                           |                           |                   |                 |
| Transfers to Special Revenue Funds    | 464,100                   | 464,100                   |                   |                 |
| Transfers to Debt Service Funds       | 0                         | 0                         |                   |                 |
| Transfers to Capital Projects Funds   | 299,700                   | 57,700                    |                   |                 |
| Transfers to Enterprise Funds         | 68,770                    | 68,770                    |                   |                 |
| Transfers to Internal Service Funds   | 85,000                    | 85,000                    |                   |                 |
| Total Other Financing Uses            | 917,570                   | 675,570                   | -26.37%           |                 |
| Current Year Fund Balance Reserved    | 0                         | 0                         |                   |                 |
| Total Uses of General Funds           | <b>\$11,361,849</b>       | <b>\$11,119,849</b>       | -2.13%            |                 |

The amended budget reduces expenditures by \$242,000 and reduces the fund balance applied by \$242,000 to bring the 2022 budget in compliance with the State of Wisconsin Expenditure Restraint Program.

**All Governmental & Proprietary Funds Combined**

|                        | Est. Fund Bal.<br>12/31/21 | Total<br>Revenues | Total<br>Expenditures | Est. Fund Bal.<br>12/31/22 | Property Tax<br>Contribution |
|------------------------|----------------------------|-------------------|-----------------------|----------------------------|------------------------------|
| General Fund           | \$4,722,683                | \$10,987,565      | \$11,119,849          | \$4,590,399                | \$2,833,374                  |
| Special Revenue Funds  | 70,830                     | 1,958,769         | 1,681,987             | 347,612                    | 257,486                      |
| Debt Service Funds     | 310,680                    | 1,680,328         | 1,680,328             | 310,680                    | 1,680,328                    |
| Capital Projects Funds | 2,153,769                  | 3,133,280         | 4,497,232             | 789,817                    | 0                            |
| Enterprise Funds       | 28,672,110                 | 5,101,527         | 5,534,379             | 28,239,258                 | 0                            |
| Internal Service Funds | 388,200                    | 227,100           | 389,450               | 225,850                    | 0                            |
| Total                  | \$36,318,272               | \$23,088,569      | \$24,903,225          | \$34,503,616               | \$4,771,188                  |

**Mill Rate Calculation**

|                                           | 2019<br>Actual | 2020<br>Actual | 2021<br>Actual | 2022<br>Budget | Percent<br>Change |
|-------------------------------------------|----------------|----------------|----------------|----------------|-------------------|
| Amount to be Raised by Taxes              | \$4,040,950    | \$4,161,103    | \$4,399,708    | \$4,771,188    | 8.44%             |
| Assessed Value                            | 413,813,750    | 420,745,300    | 420,903,200    | 470,175,200    | 11.71%            |
| Mill Rate (\$ per \$1,000 assessed value) | 9.7651         | 9.8898         | 10.4530        | 10.1477        | -2.92%            |

## Expenditure Restraint Program

The expenditure restraint program (ERP) provides unrestricted aid to qualifying municipalities that limit growth in spending. The payment is in addition to aid paid under the county and municipal aid program. Counties do not qualify for payments under this program.

Originally called the tax rate disparity program, the ERP was enacted in 1990 in response to criticism that the state shared revenue program for municipalities encouraged municipalities to increase spending (at the time, aid payments were partially dependent on spending). The ERP was meant to break this connection by targeting aid to high-tax rate communities that restrain spending growth. A municipality originally qualified for the payment if its municipal-purpose tax rate was greater than the state average municipal tax rate, its equalized value per capita was less than 120% of the state average, and its operating budget had grown by no more than inflation plus 3%.

In 1994, the equalized value per capita limitation was removed, the qualifying tax rate was set at five mills, and the operating budget restraint was replaced with a general fund restraint. Municipalities now qualify for a payment if their municipal-purpose tax rate is in excess of five mills and if they limit their general fund budget increase to no more than inflation plus a growth factor.

Since 2003, funding for the program has been set at \$58,145,700.

### Eligibility

A municipality qualifies for an ERP payment if it meets the following two conditions:

1. *Municipal-purpose property tax rate*: The property tax rate must be at least five mills. The tax rate is calculated by dividing the total levy for municipal purposes excluding tax incremental finance (TIF) levies by the total equalized value excluding TIF incremental value.
2. *Municipal budget*: the municipal budget for the year before the payment has not increased over the prior year's budget by more than an inflation factor plus a valuation factor.

For payment purposes, municipal budget is defined as general fund expenditures excluding principal and interest on long-term debt, recycling fees paid for solid waste disposal, revenues shared with other local governments under local revenue sharing agreements, and unreimbursed expenditures related to an emergency declared by the Governor. An adjustment to the municipal budget is also made for the cost of any service transferred to or from another governmental entity.

The inflation factor equals the average annual percentage change in the U.S. consumer price index for all urban consumers as determined by the U. S. Department of Labor for the 12-month period from October 1 to September 30 prior to the year for which the municipal budget is determined. For payments in 2013 and thereafter, the inflation factor may not be less than 0%.

The valuation factor equals 60% of the percentage change in the municipality's equalized value due to net new construction (new improvements minus improvements removed), but no more than 2% and no less than 0%.

## Payments

Payments are made on the 4th Monday in July. A qualifying municipality's payment is calculated as follows:

- Subtract 5 mills from the municipal-purpose property tax rate.
- Multiply the amount from (a) by the municipality's equalized value including TIF incremental value.
- Divide the amount in (b) by the state total for all the amounts calculated in (b).
- Multiply the amount in (c) by the funds appropriated for the ERP payment.

Below is an example payment for the City of Wausau's 2020 estimated ERP payment.

|                                                                                                                                                  |     |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------|
| Step 1: Subtract 5 mills from the municipal purpose tax rate                                                                                     |     |                  |
| Municipal purpose tax levy for 2018/19: This is the total municipal levy excluding any tax incremental finance (TIF) district incremental levies | (A) | \$ 25,061,257    |
| Equalized value (excluding TIF incremental value)                                                                                                | (B) | \$ 2,605,923,000 |
| Municipal-purpose property tax rate (A/B)                                                                                                        | (C) | 0.009617036      |
| Municipal-purpose property tax rate minus 5 mills                                                                                                | (D) | 0.004617036      |
| Step 2: Multiply the levy in excess of 5 mills by the "TIF in" equalized value                                                                   |     |                  |
| Equalized value (including TIF incremental value)                                                                                                | (E) | \$ 2,896,505,400 |
| Total municipal levy in excess of 5 mills (including portion of TIF incremental tax levy attributable to the municipal-purpose tax levy) (D * E) | (F) | 13,373,270       |
| Step 3: Divide the above amount by the state total                                                                                               |     |                  |
| Statewide total of municipal levies in excess of 5 mills for all municipalities qualifying for an expenditure restraint payment                  | (G) | 889,116,680      |
| Wausau's share of the state total (F/G)                                                                                                          | (H) | 0.015041074      |
| Step 4: Multiply the above amount by the total funds appropriated                                                                                |     |                  |
| Amount appropriated for expenditure restraint payments in 2020                                                                                   | (I) | \$ 58,145,700.00 |
| Amount payable to the City of Wausau (H * I)                                                                                                     | (J) | \$ 874,573.78    |

## 2020 Payment

A municipality qualified for a payment in 2020 if its municipal-purpose property tax rate for 2018 (payable 2019) exceeded 5 mills and its municipal budget for 2019 increased over its municipal budget for 2018 by less than 2.40% (the inflation factor for the 12-month period ending September 30, 2018) plus its valuation factor (based on net new construction during 2017 for purposes of establishing 2018 equalized values). A final adjustment to these payments will be made in November 2020. The ERP generally does not have any recast adjustments. 319 municipalities will receive a payment for 2020. 2017 Wisconsin Act 59 allocated an additional \$583,000 to the Village of Maine and the City of Janesville for distributions beginning in 2018 and ending in 2022. The

table below shows ERP payments by town, village, and city since 1994.

**EXPENDITURE RESTRAINT PAYMENT, 1994 – 2020**

| Year | Towns      |           | Villages   |             | Cities     |              | State Total |            |
|------|------------|-----------|------------|-------------|------------|--------------|-------------|------------|
|      | Recipients | Payment   | Recipients | Payment     | Recipients | Payment      | Recipients  | Payment    |
| 1994 | 65         | \$310,721 | 82         | \$1,976,087 | 93         | \$39,713,191 | 240         | 42,000,000 |
| 1995 | 37         | 213,452   | 95         | 3,529,755   | 117        | 44,256,792   | 249         | 48,000,000 |
| 1996 | 40         | 307,119   | 95         | 3,362,561   | 119        | 44,330,319   | 254         | 48,000,000 |
| 1997 | 58         | 531,480   | 138        | 3,939,556   | 116        | 43,528,963   | 312         | 48,000,000 |
| 1998 | 49         | 537,612   | 112        | 3,788,113   | 128        | 43,674,274   | 289         | 48,000,000 |
| 1999 | 47         | 570,785   | 110        | 3,916,732   | 135        | 43,512,482   | 292         | 48,000,000 |
| 2000 | 42         | 609,629   | 104        | 4,682,275   | 135        | 51,708,094   | 281         | 57,000,000 |
| 2001 | 30         | 844,429   | 105        | 5,019,086   | 135        | 51,136,483   | 270         | 57,000,000 |
| 2002 | 39         | 768,297   | 128        | 5,147,973   | 136        | 51,653,728   | 303         | 57,570,000 |
| 2003 | 30         | 724,827   | 122        | 4,985,806   | 144        | 52,435,065   | 296         | 58,145,700 |
| 2004 | 27         | 420,325   | 134        | 5,482,828   | 145        | 52,242,546   | 306         | 58,145,700 |
| 2005 | 33         | 461,094   | 152        | 5,198,193   | 152        | 52,486,411   | 337         | 58,145,700 |
| 2006 | 36         | 239,473   | 133        | 5,338,424   | 146        | 52,567,801   | 315         | 58,145,700 |
| 2007 | 24         | 144,689   | 147        | 4,869,596   | 153        | 53,104,414   | 324         | 58,145,700 |
| 2008 | 27         | 178,396   | 136        | 4,817,503   | 154        | 53,149,799   | 324         | 58,145,700 |
| 2009 | 13         | 146,056   | 120        | 4,352,872   | 141        | 53,646,770   | 274         | 58,145,700 |
| 2010 | 14         | 138,517   | 149        | 4,876,499   | 157        | 53,130,682   | 320         | 58,145,700 |
| 2011 | 15         | 176,545   | 153        | 5,017,072   | 153        | 52,952,081   | 321         | 58,145,700 |
| 2012 | 18         | 176,312   | 159        | 5,034,772   | 160        | 52,934,613   | 337         | 58,145,700 |
| 2013 | 23         | 162,949   | 185        | 5,735,111   | 164        | 52,934,937   | 372         | 58,145,700 |
| 2014 | 29         | 239,214   | 171        | 5,811,944   | 159        | 52,094,539   | 359         | 58,145,700 |
| 2015 | 28         | 192,230   | 168        | 5,762,632   | 153        | 52,190,835   | 349         | 58,145,700 |
| 2016 | 24         | 170,290   | 178        | 5,814,276   | 156        | 52,161,132   | 358         | 58,145,700 |
| 2017 | 23         | 186,894   | 151        | 5,586,889   | 136        | 52,371,915   | 310         | 58,145,700 |
| 2018 | 29         | 168,850   | 156        | 4,820,460   | 143        | 53,156,390   | 328         | 58,145,700 |
| 2019 | 18         | 91,401    | 167        | 4,817,163   | 145        | 53,237,135   | 330         | 58,145,700 |
| 2020 | 22         | 202,428   | 157        | 5,109,701   | 140        | 52,833,570   | 319         | 58,145,700 |



**SUBJECT:** Approve a Resolution to Issue a Conditional Use Permit (CUP) to Operate a Restaurant at 915 Lake Shore Drive West, Ashland, Parcel No. #201-00722-0000, Zoned Waterfront Commercial (W-C) with Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O).  
Applicant: Little Caesars Pizza (*Planning & Development*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Planning Commission approved on June 21, 2022 - Passed Unanimously

**EXHIBITS:**

1. Proposed Resolution
2. Request and Operations Plan from Little Caesar's Pizza
3. Plan Commission Staff Report, June 22, 2022
4. 915 Lake Shore Drive Aerial Map
5. 915 Lake Shore Drive Zoning Map

**EXPENDITURES REQUIRED:** N/A

**AMOUNT BUDGETED:** NA

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** NA

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

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

**SUMMARY STATEMENT:**

Dale Brooks is requesting a Conditional Use Permit to allow a restaurant use (primarily pizza carry-out), Little Caesar's, at 915 Lake Shore Dr. W. The property is zoned Waterfront Commercial with Waterfront Overlay & Gateway Overlay. The proposed use would be considered a carry-out restaurant as pizzas and other foods would be made and baked on the premises and primarily sold for consumption outside of the restaurant.

Little Caesars is an established business in the Ashland area and has been in operation since 1987 in their existing location at 601 Lake Shore Dr. E. The applicant is hoping to move the existing business to 915 Lake Shore Dr. W, which is the former Holiday Gas Station. By moving to a new location, the applicant is hoping to

expand their business by adding additional seating inside the restaurant and hiring more employees.

The applicant would renovate the existing gas station building (the principal structure on site) and would not be altering the overall square footage. The exterior façade and signage would be updated to reflect Little Caesars' branding.

The current owner will be removing the underground gas tanks, the fuel pumps, and the fueling island canopy. The current area occupied by the gas pumps and the canopy will be utilized as a parking area. Proposed landscaping will abut both sides of the new parking area.

The existing car wash building will not be removed, but it will no longer function as a car wash. Any future use of this building must comply with the UDO as an allowable accessory use in the Waterfront Commercial (UDO 4.28 B.3.), or potentially would require a CUP for a secondary conditional use. The Waterfront Commercial Zoning District encourages, ...development and redevelopment in the district to occur through the planned unit development (PUD) process that includes at least several parcels. Encourage connections between commercial uses that allow for shared parking and shared access from US Highway 2 (Section 4.28 A(4)).

## **RESOLUTION No. 17686**

### **RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO OPERATE A RESTAURANT AT 915 LAKE SHORE DRIVE WEST, ASHLAND, PARCEL NO. #201-04992-0000, ZONED WATERFRONT COMMERCIAL (W-C) WITH WATERFRONT OVERLAY (W-O) AND GATEWAY OVERLAY (GTWY-O). APPLICANT: LITTLE CAESAR'S PIZZA**

**WHEREAS**, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and

**WHEREAS**, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to operate a restaurant on parcels 201-04992-0000, zoned Waterfront Commercial (W-C) with Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O); and

**WHEREAS**, the Plan Commission held a Public Hearing on June 21, 2022 and has recommended approval of the Conditional Use Permit with the following conditions:

- The applicant shall be required to submit a full site plan to the City for review and approval.
  - o Site plan to include parking lot setbacks, the required minimum number of parking stalls (one per 50 square feet of gross floor area), a snow storage area, and proposed grading and stormwater flows.
  - o Site plan submittal to include architectural details for the proposed improvements to both the principal structure and the former car wash building and should incorporate design standards such as the use of varied building materials (both in the building and sign base) including stone and brick accents
  - o Details also to be provided about proposed site and building lighting (i.e., accent lighting for the building), including compliance with UDO requirements for downcast and fully screened lighting.
  - o Submittal to include a landscaping plan which includes a species list.
  - o Details to be provided about how site will comply with UDO requirement that all service areas, refuse collection area, storage areas, and loading areas be located away from or screened from public view (UDO 4.47 D.3.d). It is recommended that all dumpsters and/or trash containers be screened with a fenced enclosure.
- Standards required by the property's zoning, as well as the property's overlay zoning districts, specifically required exterior building design and landscaping standards, shall be adhered to, including
  - o Construction shall be of quality finish materials including, but limited to, brick, stone, stucco, and architectural concrete. Unfinished concrete masonry units and corrugated metal or plastic siding shall be prohibited (UDO 4.47 D.3.a). The proposed use of stone as accent material on the building would help accomplish the recommended design standards.
  - o Predominate exterior colors should generally be neutral or earth tone, but bright colors may provide a compatible accent (UDO 4.47 D.3.a.).
- All signage shall be in conformance with the standards required by the property's zoning. See UDO 4.46 D.10, 4.47 D.6., and 6.6.
- Any existing nonconformities (i.e., setbacks, lot coverage) shall not be expanded by new uses of the property. Based on staff's initial review, the following standards appear not to be met by the current structures:
  - o 30 foot minimum principal building setback from road right-of-way (UDO 4.28 C.2.a.).
  - o Minimum 15 foot landscaped buffer to screen parking from ROW (UDO 4.47 E.5.a.).
  - o No parking is allowed in front yard between the principal building and primary roadway (UDO 4.47 E.4.a.).

***NOW, THEREFORE, BE IT RESOLVED*** by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved contingent upon compliance with the above listed conditions.

PASSED: June 21st, 2022

\_\_\_\_\_  
Councilperson

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Max Lindsey, City Attorney

***FOR APPLICANT:***

***Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.***

\_\_\_\_\_  
Applicant (Print and signature)

\_\_\_\_\_  
Date



# Little Caesars®

## Conditional Use Permit Request

To whom it may concern:

Proposed Use- Relocate the current Little Caesars Pizza from 601 E Lakeshore Drive.

Little Caesars Pizza is a locally owned and operated small business that has been in the Ashland community since 1987. It has been owned by Dale and Kary Brooks since 2002. We are a longstanding trusted carry out pizza place that serves inexpensive meals for families in the community. We also offer contactless carryout in our pizza portal compartments for self-pickup. We currently have 18 employees working for our establishment and hope that will increase with the move to the proposed new location.

Other nearby uses that are similar include – McDonalds, Arby's, Subway, and the Pita Hut.

Included is a conceptual site plan and an example of a current exterior design of a LC restaurant.

### ABOUT LITTLE CAESARS® PIZZA

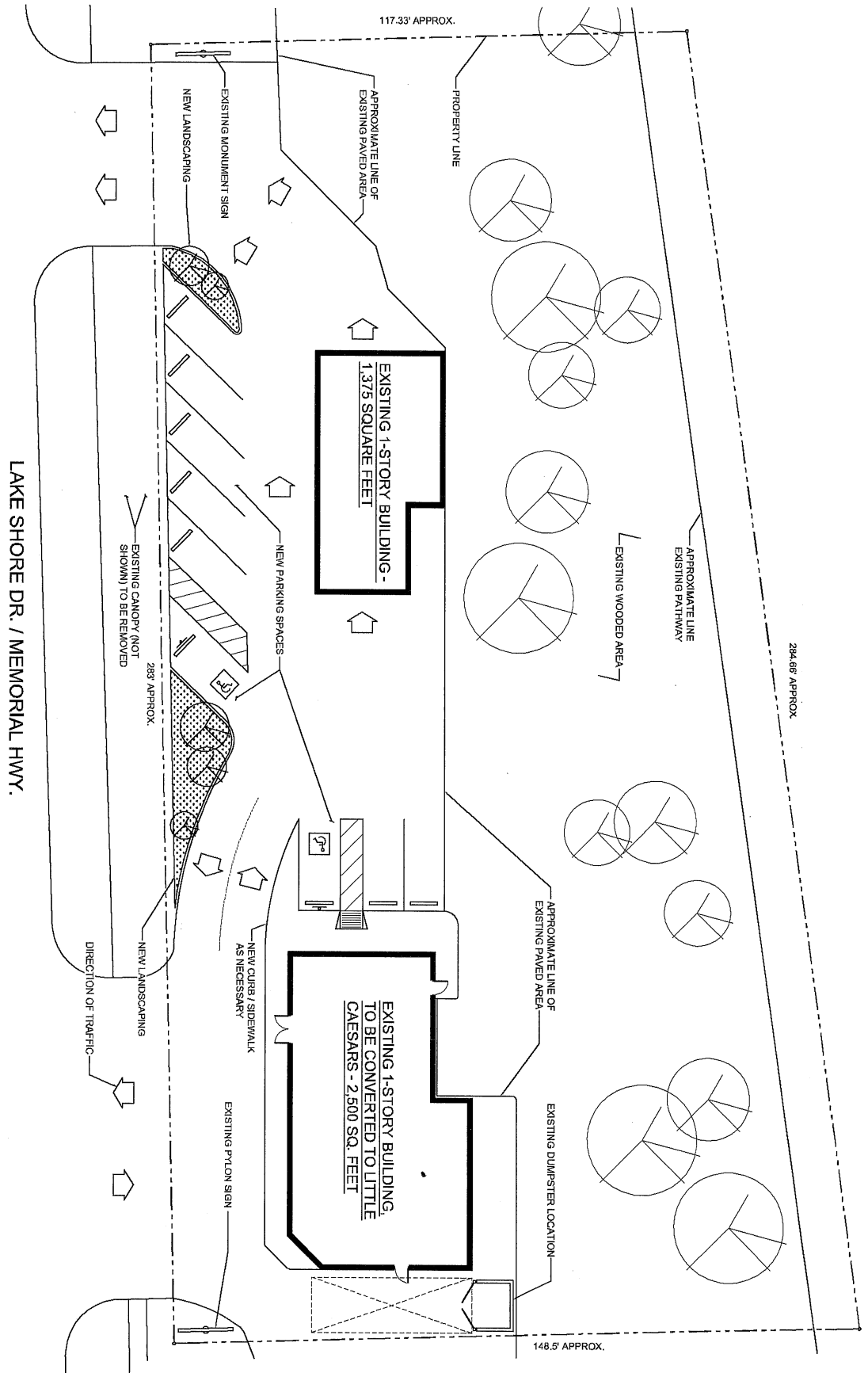
Headquartered in Detroit, Michigan, Little Caesars was founded in 1959 as a single, family-owned restaurant. Today, Little Caesars is the largest carryout-only pizza chain in the United States and the third largest pizza chain in the world, with stores in each of the 50 states and 24 countries and territories around the world. Known for its HOT-N-READY® pizza and famed Crazy Bread®, Little Caesars has been named "Best Value in America" for the past twelve years (based on nationwide survey of national quick service restaurant customers conducted by Sandelman & Associates - 2007-2018 entitled "Highest Rated Chain – Value for the Money"). Little Caesars products are made with quality ingredients, like fresh, never frozen, mozzarella and Muenster cheese and sauce made from fresh-packed, vine-ripened California crushed tomatoes. An exceptionally high growth company with nearly 60 years of experience in the \$145 billion worldwide pizza industry, Little Caesars is continually looking for franchisee candidates to join our team in markets around the world. In addition to providing the opportunity for entrepreneurial independence in a franchise system, Little Caesars offers strong brand awareness with one of the most recognized and appealing characters in the country, Little Caesar.

Little Caesars

601 E. Lakeshore Dr.  
Ashland, WI 54806

Ph: (715) 682-5511  
Fax: (715) 682-5976

284.66' APPROX.



915 Lake Shore Dr. West  
Ashland, WI 54806  
**CONCEPTUAL SITE PLAN**

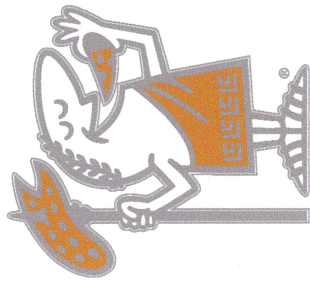
SCALE: 1/2" = 1'-0"

PG. 06/11/2022

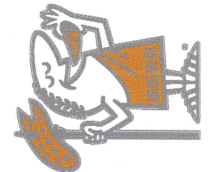
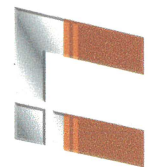


SITE DATA:  
AREA: 148.5' x 284.66' AT WIDEST POINTS = 37,896 SQ. FT.  
OR 0.87 ACRES  
PARKING SPACES 3 SHOWN  
FINAL COUNT T.B.D. BY LOCAL / STATE CODES





# Little Caesars



# Little Caesars®

FRANCHISE DESIGN GUIDE

© 2021 Little Caesar Enterprises, Inc.

*Find yourself next to the water.*



*City of Ashland, Wisconsin*

601 Main Street West Ashland, WI 54806 [www.coawi.org](http://www.coawi.org)

**DEPARTMENT OF  
PLANNING &  
DEVELOPMENT**

601 Main Street West  
Ashland, WI 54806

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## STAFF REPORT

Plan Commission – June 21st, 2022

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**Agenda Item # 5a: Conditional Use Permit Request to allow a Restaurant**

Zoning District: Waterfront Commercial (W-C) District with Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O)

Property Address: 915 Lake Shore Dr. W

Parcel #: # 201-04992-0000

Applicant: Dale Brooks on behalf of Little Caesars Pizza

Staff Contact: Mandelyn Lyons & Brea Grace

**Background**

Dale Brooks is requesting a Conditional Use Permit to allow a restaurant use (primarily pizza carry-out), Little Caesar's, at 915 Lake Shore Dr. W. The property is zoned Waterfront Commercial with Waterfront Overlay & Gateway Overlay. The proposed use would be considered a carry-out restaurant as pizzas and other foods would be made and baked on the premises and primarily sold for consumption outside of the restaurant.

Little Caesars is an established business in the Ashland area and has been in operation since 1987 in their existing location at 601 Lake Shore Dr. E. The applicant is hoping to move the existing business to 915 Lake Shore Dr. W, which is the former Holiday Gas Station. By moving to a new location, the applicant is hoping to expand their business by adding additional seating inside the restaurant and hiring more employees.

The applicant would renovate the existing gas station building (the principal structure on site) and would not be altering the overall square footage. The exterior façade and signage would be updated to reflect Little Caesars' branding.

The current owner will be removing the underground gas tanks, the fuel pumps, and the fueling island canopy. The current area occupied by the gas pumps and the canopy will be utilized as a parking area. Proposed landscaping will abut both sides of the new parking area.

The existing car wash building will not be removed, but it will no longer function as a car wash. Any future use of this building must comply with the UDO as an allowable accessory use in the Waterfront Commercial (UDO 4.28 B.3.), or potentially would require a CUP for a secondary conditional use. The Waterfront Commercial Zoning District encourages, *...development and redevelopment in the district to*

*occur through the planned unit development (PUD) process that includes at least several parcels. Encourage connections between commercial uses that allow for shared parking and shared access from US Highway 2 (Section 4.28 A(4)).*

### **Standards for Conditional Use Review**

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

#### **1. Consistency with Comprehensive Plan.**

The proposed use for a restaurant at 915 Lake Shore Dr. is not directly in conformance with the Future Land Use Map, but it does support the principles and goals of the Comprehensive Plan. The site is classified in the Future Land Use Map as Waterfront Protection Area. Any land use on the property should preferably support waterfront conservation. The plan states,

*The waterfront area and the conservation buffer should be protected from development. Any rehabilitation or replacement structures within these zones should have strict design guidelines to ensure their quality, specifically the waterfront area. (Authentic Ashland, pg. 33)*

The proposed use can be further consistent with the Comprehensive Plan and its recommendations through conditions related to landscaping and protecting the existing vegetative buffer between this site and the shoreline.

The Comprehensive Plan also outlines the need to improve the aesthetics of gateways into the City in the following text:

*The gateways into the community along Lake Shore Drive are understated at best, completely absent at worst. For visitors, it is not clear when you have arrived in Ashland from the east or west side. (Authentic Ashland, pg. 48).*

Improvements to the site, including the building improvements and landscaping around the parking lot, will help signal to traffic that they have entered Ashland and its commercial opportunities are accessible.

#### **2. Compatibility.**

The proposed use is compatible with the site as surrounding uses are primarily commercial. Surrounding uses in the area include Subway, Pita Hut, McDonalds, and Arby's. The abutting parcel to the west is a public park with a scenic view of the lake.

The parcel at 915 Lake Shore Dr. W is also unique and is in an area that the 2019 Waterfront Development Plan considers the West Central area. When referring to many parcels on the lakeshore side of Hwy 2, the Waterfront Development Plan acknowledges that,

*These properties are situated on relatively shallow lots that run to the edge of a steep bluff down to the waterfront trail, which may limit the types of development that these lots could accommodate. (Waterfront Development Plan, pg. 49).*

The applicant plans to utilize existing infrastructure on the site and is willing to work with this existing nonconforming parcel.

**3. Importance of Services to the Community.**

The applicant is a small local business that has operated in Ashland and been owned by Brooks for 20 years. Local businesses are a sense of pride for the community of Ashland. Relocation of this business to the property enables re-use of an existing commercial site that may otherwise be difficult to redevelop or improve.

**4. Neighborhood Protections.**

Given the proposed use's compatibility with the surrounding uses and the past use as a gas station, the proposed use is not anticipated to have any negative impacts on the area. Traffic activity is unlikely to change significantly as the site is adjacent to Hwy 2, which already has high traffic volumes. Any protections that are needed in this area would be related to the Waterfront Overlay since the site is near the lakeshore. The applicant has included landscaping in their preliminary site plan drawings and the planning department will work with the applicant regarding an overall landscaping plan.

**5. Conformance with Other Requirements:**

The development must conform to all other applicable City code requirements, including (but not limited to):

- a. Local and state building code requirements to ensure the property meets code standards for the proposed use prior to issuance of an Occupancy Permit.
- b. Installation and maintenance of a grease trap, as required for the City's sanitary sewer system.
- c. Local and state health code requirements for restaurants.

**Review Recommendation**

Staff recommends APPROVAL of the Conditional Use Permit contingent on the following conditions:

- The applicant shall be required to submit a full site plan to the City for review and approval.
  - Site plan to include parking lot setbacks, the required minimum number of parking stalls (one per 50 square feet of gross floor area), a snow storage area, and proposed grading and stormwater flows.
  - Site plan submittal to include architectural details for the proposed improvements to both the principal structure and the former car wash building and should incorporate design standards such as the use of varied building materials (both in the building and sign base) including stone and brick accents.
  - Details also to be provided about proposed site and building lighting (i.e., accent lighting for the building), including compliance with UDO requirements for downcast and fully screened lighting.
  - Submittal to include a landscaping plan which includes a species list.
  - Details to be provided about how site will comply with UDO requirement that all service areas, refuse collection areas storage areas, and loading areas be located away from or screened from public view (UDO 4.47 D.3.d). It is recommended that all dumpsters and/or trash containers be screened with a fenced enclosure.
- Standards required by the property's zoning, as well as the property's overlay zoning districts, specifically required exterior building design and landscaping standards, shall be adhered to, including:

- Construction shall be of quality finish materials including, but not limited to, brick, stone, stucco, and architectural concrete. Unfinished concrete masonry units and corrugated metal or plastic siding shall be prohibited (UDO 4.47 D.3.a.). The proposed use of stone as accent material on the building would help accomplish the recommended design standards.
- Predominate exterior colors should generally be neutral or earth tone, but bright colors may provide a compatible accent (UDO 4.47 D.3.a.).
- All signage shall be in conformance with the standards required by the property's zoning. See UDO 4.46 D.10., 4.47 D.6., and 6.6.
- Any existing nonconformities (i.e., setbacks, lot coverage) shall not be expanded by new uses of the property. Based on staff's initial review, the following standards appear not to be met by the current structures:
  - 30 foot minimum principal building setback from road right-of-way (UDO 4.28 C.2.a.).
  - Minimum 15 foot landscaped buffer to screen parking from the ROW (UDO 4.47 E.5.a.).
  - No parking is allowed in the front yard between the principal building and the primary roadway (UDO 4.47 E.4.a.).

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a determination. The required Class 2 public hearing notice was issued on June 10<sup>th</sup> & June 17<sup>th</sup>, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

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

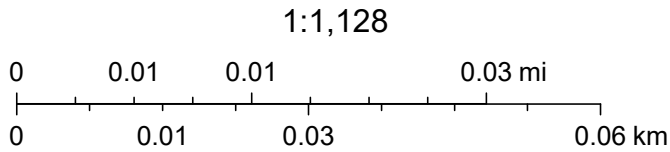


# 915 Lake Shore Dr. Aerial Map



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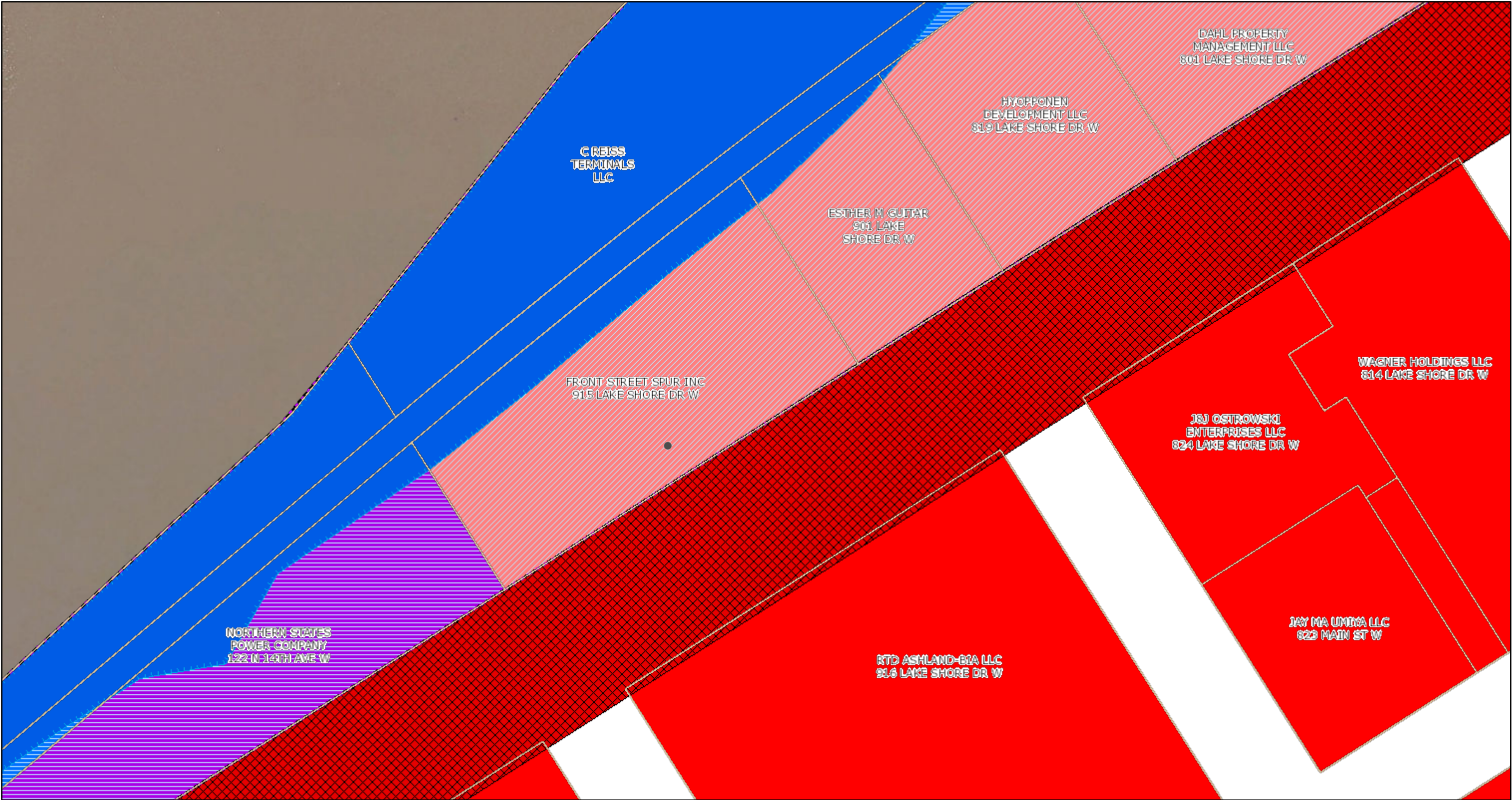
Parcel Mapping  
Parcel Labels



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



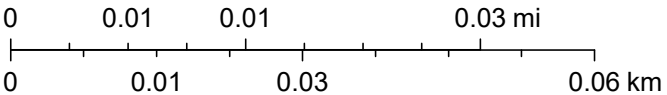
# 915 Lake Shore Dr. Zoning Map



6/17/2022, 12:08:13 PM

|                                                                                                                             |                                                                                                                                |                                                                                                                                 |                                                                                                                                      |                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
|  Parcel Mapping                           |  R-4<br>, High Density Residential          |  RC, Regional Commercial                     |  W-MRC, Waterfront Mixed Residential/Commercial |  PI, Public/Institutional        |
|  Parcel Labels                            |  MHC<br>, Manufactured Home Community       |  CC, City Center                             |  W-CRM, Waterfront Conference Residential Mix   |  PP, Public Park                 |
| <b>Zoning</b>                                                                                                               |  MRC<br>, Mixed Residential/Commercial      |  MCI, Mixed Commercial/Industrial            |  W-C, Waterfront Commercial                     |  AIR, Airport                    |
|  R-E<br>, Residential Estate              |  PRI<br>, Planned Residential/Institutional |  LI, Light Industrial                        |  W-CC, Waterfront City Center                   |  FD, Future Development          |
|  R-1<br>, Single Family Residential       |  NC, Neighborhood Commercial                |  HI, Heavy Industrial                        |  W-I, Waterfront Industrial                     |  ROW, Right of Way               |
|  R-2<br>, Single & Two-Family Residential |                                                                                                                                |  W-SFR, Waterfront Single Family Residential |  W-PI, Waterfront Public/Institutional          |  ROWUD, Undeveloped Right of Way |

1:1,128



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



**SUBJECT:** Approve a Resolution to Issue a Conditional Use Permit (CUP) to Operate a Commercial Composting Facility at 1406 County Highway A, Parcels No. 201-04620-0000, No. 201-04614-0000, and No. 201-04624-0000, Zoned Heavy Industrial (H-I). Applicant: Big Lake Organics, LLC (*Planning & Development*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Approved by Planning Commission June 21st, 2022 - Passed Unanimously

**EXHIBITS:**

1. Proposed Resolution
2. Request from Big Lake Organics
3. Big Lake Organics Operation Plan
4. Plan Commission Staff Report, June 22, 2022
5. 1406 County Highway A Aerial Map
6. 1406 County Highway A Zoning Map

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** NA

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

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

**SUMMARY STATEMENT:**

Big Lake Organics LLC is requesting a Conditional Use Permit to allow for a Commercial Compost Facility at 1406 Cty Hwy A, currently zoned Heavy Industrial (H-I). Parcels 201-04614-0000 and 201-04624-0000 contain wetland areas within a Wetland-Overlay (WET-O) overlay zone.

Big Lake Organics already has a presence in the community as they originally operated on the Northland College campus as the Northland College Compost Program. The applicant is leasing the land from Futurewood Corp, or Bayside Timber with a lease length of two years. The proposed facility consists of two

existing buildings, one of which will be the initial preparation area for the compost where waste is processed by a mixer and shredder. The second building will be used to store empty compost bins that are delivered to customers. The applicant will be using static and aerated static window composting systems that will be monitored by several measures until they reach maturity. The windrows are going to be located on an old timber storage area, which is devoid of vegetation.

Local food waste and fish waste are the primary materials used in the composting process. These materials are picked up from several sites in the Ashland area including schools, businesses, the hospital system, and resident drop-off locations. Participating customers have bins on site for their food waste and bins are picked up by the applicant on a weekly or bi-weekly basis depending on the customer's needs. Once the compost is finished it is tested by an off-site certified lab to determine the quality of the finished product. After certification, the bulk finished compost will be available for purchase on site or via local delivery. The applicant hopes to have compost sold at local retailers.

The current operation diverts approximately 1,500 pounds of food waste and 1,000 pounds of fish waste from landfills per week. At the new proposed location, the applicant anticipates quadrupling the amount of waste diverted from local landfills to the current site over the duration of a two-year lease of the site.

The assessed value of the land is \$37,800, and the assessed value of the site improvements is \$82,400 (2021 assessment record). The 2021 property taxes were \$3,319.74.

The applicant has stated that they are working with Wisconsin DNR to obtain a Composting Facility Plan certification.

## **RESOLUTION No. 17867**

### **RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO OPERATE A COMMERCIAL COMPOSTING FACILITY AT 1406 COUNTY HIGHWAY A, PARCELS NO. 201-04620-0000, NO. 201-04614-0000, AND NO. 201-04624-0000, ZONED HEAVY INDUSTRIAL (H-I). APPLICANT: BIG LAKE ORGANICS, LLC**

**WHEREAS**, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and

**WHEREAS**, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to operate a commercial compost facility on parcels 201-04620-0000, 201-04614-0000, 201-04624-0000, zoned Heavy Industrial (H-I); and

**WHEREAS**, the Plan Commission held a Public Hearing on June 21, 2022 and has recommended approval of the Conditional Use Permit with the following conditions:

- Approval will be contingent upon the receipt of Composting Facility Plan certification from the Wisconsin DNR and comply with all directives of the same.
- Any activities on the site will avoid impacting wetland areas, especially such areas mapped within the WET-O overlay zone.
- The applicant must comply with City Noise Ordinances outlined in Ordinance 202 and the Public Nuisance Ordinance
- The applicant must maintain all permits required by WDNR including Compost Facility License and Storm Water Pollution Prevention Plan (SWPPP) and complete all necessary inspections.
- Before installation, signs must be approved and the applicant must apply for proper sign permits.
- Building permits are required for any new temporary or permanent structures.
- Approval of Site Plan by Planning Commission is required for any development (i.e., new buildings, new concrete/asphalt surfaces) or expansion of composting use in accordance with UDO standards and expansion of composting use.
- Future expansions of the compost facility, which substantially change the scale or intensity of the use, may require a CUP modification by the Plan Commission, such as the change in the WDNR permit.
- If the proposed composting use were to cease for a duration of time greater than 365 days, the applicant and/or property owner shall be required to perform site clean-up and removal of compost materials, by-products, and waste.

***NOW, THEREFORE, BE IT RESOLVED*** by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved contingent upon compliance with the above listed conditions.

PASSED: June 21, 2022

\_\_\_\_\_  
Councilperson

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Max Lindsey, City Attorney

***FOR APPLICANT:***

***Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.***

\_\_\_\_\_  
Applicant (Print and signature)

\_\_\_\_\_  
Date



**BIG LAKE ORGANICS LLC**

1406 County Hwy A  
PO Box 33  
Ashland, WI 54806

Ashland Planning and Zoning Commission

Big Lake Organics, LLC is a new compost company born out of the Northland College Compost program that serviced the Chequamegon Bay area beginning in 2018. They employ static and aerated static windrow composting systems to process organic waste safely and effectively into premium finished compost. Their base of operations is located at Bayside Timber Wood Yard 1406 County Highway A, Ashland, WI, 54806.

Big Lake Organics, LLC (Big Lake Organics) is currently working with the Wisconsin DNR to obtain the Composting Facility Plan certification for a new facility that will process less than 5000 cy source-separated compostable materials per year. Phase two of certification is underway to be granted

Big Lake Organics is leasing 1 acre of land and two buildings from Futurewood Corp, a subsidiary of Johnson Timber Corp, for a term of two years. Futurewood contact is Don Aderman, President, located at 9676 N. Kruger Rd., Hayward, WI, 54843.

Big Lake Organics is requesting a conditional use permit to operate a source-separated commercial composting facility on the property located at 1406 County Hwy A, Ashland, WI 54806. The property is zoned as heavy industrial currently.

Big Lake Organics currently provides services to a variety of entities throughout the Chequamegon Bay. Customers include churches, schools, restaurants, fisheries and entertainment venues. Additionally, there is a residential compost service where customers can drop off compost at specific locations.

Current landfill diversion is approximately 1500 lb. of food waste and 1000 lb. of fish waste per week. We are hoping to quadruple that amount over the next 2 years. For every cubic yard of food waste there are two cubic yards of bulking material incorporated. This locks up carbon into the soil all while diverting methane producing waste from landfills. The main ingredient in our bulking material is wood byproducts such as shavings and bark. These inputs are supplied by local businesses such as wood mills and landscaping/tree care services.

Big Lake Organics will employ static and aerated static windrow composting systems to process organic waste safely and effectively into premium finished compost. As members of the US Compost Council, Big Lake Organics is using the latest research and technology to reduce odors and protect the rights to fresh air for our neighbors. The end product will be a premium quality compost used as a nutrient source in potting mixes and soil additives for local farms and orchards. Bulk compost will also be available for purchase, on site or delivered to local residents and businesses.

James W Tucker

Member owner- Big Lake Organics LLC

[jamie@biglakeorganics.com](mailto:jamie@biglakeorganics.com)

[www.biglakeorganics.com](http://www.biglakeorganics.com)

715-209-2357

[info@biglakeorganics.com](mailto:info@biglakeorganics.com)



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James W Tucker

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715-209-2357

[info@biglakeorganics.com](mailto:info@biglakeorganics.com)





**BIG LAKE ORGANICS LLC**  
1406 County Hwy A  
PO Box 33  
Ashland, WI 54806  
(715) 209-2357

## Plan of Operation

May 4, 2022

### Facility Description

Big Lake Organics LLC is located at 1406 County Highway A, Ashland, WI, 54806. Legal Description: NW ¼ of NW ¼ of Section 3, Township 47 N, Range 4 W. Present land use is light industrial.

Big Lake Organics LLC is leasing 1 acre of land and two buildings from Futurewood Corp, a subsidiary of Johnson Timber Corp, for a term of two years. Futurewood contact is Don Aderman, President, located at 9676 N. Kruger Rd., Hayward, WI, 54843.

### Facility Management

Big Lake Organics, a Limited Liability Company, will be managed by the following individuals:

James W Tucker, Member

Todd M Rothe, Operations Manager

### Facility Type

Big Lake Organics will employ static and aerated static windrow composting systems to process organic waste safely and effectively into Grade A finished compost.

### Facility Design

The ground is flat, and the soil is comprised mostly of clay at this site. The facility is owned by Johnson Timber Corp. and was used for timber storage and wood chipping. The former log storage yards are well compacted clay and gravel, and free of vegetation. The 1-acre yard that will be used for active composting and building compost windrows is a former log yard.

### Facility Operation

Our feedstocks will be roughly 50% food waste, 40% fish waste, and 10% compostable wares. Bulking agent will be mostly wood shavings and shredded bark with some leaves and yard waste when available. Baseline C:N ratio to be maintained at 20:1 by mass or 2-3:1 by volume. Typical moisture content maintained at 40-50 percent in process and to finished compost.

Estimated annual weight of raw feedstock is approximately 300 tons, or approximately 500 cubic yards.

One of the leased buildings on site will be utilized to process the raw feedstocks and bulking materials via tub mixer and industrial grinder before being composted.

Waste material arrives in 32- and 64-gallon rolling bins. The bins are emptied, the same day they are received, directly into a tractor loader bucket. The loader bucket is then emptied into the tub mixer. Bulking agent is added to the tub mixer in the same manner. For every one bucket of organic waste added, there are two or three buckets of bulking agent added to maintain an approximate 2:1 ratio by volume. The tub mixer has a built in scale for accurate weighing. The weights of carbon and nitrogen added to each batch are recorded every time the tub mixer is loaded. The homogenized material is ground to ½ inch by 1 ½ inch particle size.

### **Process**

The processed material is then transferred outside to windrowed piles for composting. The dump trailer is pulled to the one-acre composting yard and emptied. The material is piled to form windrows and capped with at least six inches of decomposed bark material (on-site origin) or finished compost. The windrows remain capped until internal temperatures start to fall below 135 degrees. The windrows are then turned with a tractor and loader bucket. This process will be repeated 5 times, or until the pile has maintained 131 degrees or above for at least 15 days. Each windrow will be a 30-day build, or approximately a 24 cubic yard pile. Once the heat cycle is exhausted, the pile will be covered with a tarp and left to cure for another 30 days. Both maturing and screened compost piles will be covered at all times to retain moisture and prevent leachate pollution. Finished compost will be screened at both one quarter inch and one-half inch screen size.

Non-compostable waste will be removed and deposited into dumpsters provided by Republic Waste Services.

Mechanical aeration will be incorporated in year two by utilizing blowers and perforated pipes laid under the windrows. This will help to maintain the ideal temperatures over a longer period of time and reduce the number of times turning each pile.

### **Monitor**

Internal temperature monitoring of the compost piles will be done with 4-foot long Reotemp brand probes. Temperature monitoring begins 24 hours after the windrow is built. Each windrow temperature will be monitored and recorded two days per week. Temperature and moisture readings will be taken 4 feet off the ground, at 12 inches and 48 inches deep, and at every 50 linear feet of windrow.

When the temperature begins to fall below 135 degrees, we will turn the pile to incorporate oxygen and maintain the heat cycle. This will be repeated to maintain 131 degrees for more than 15 days and until the heat cycle is exhausted. Most piles will be turned five or more times depending on seasonality and heat cycles.

Moisture content monitoring will be done with a 3-foot long Reotemp brand moisture meter. Ideal moisture content will be maintained by covering the piles with tarps to lock in moisture, or with overhead watering when moisture content is too low for decomposition.

Test samples for Grade A compost will be taken from fully mature and sifted (ready to sell) compost according to Seal of Testing Assurance (STA) protocols. The samples will be sent to Midwest Laboratories in Omaha, Nebraska every 60 days.

### **Markets**

A Market and Financial Feasibility Study for *A Mid-Scale Composting Operation in Ashland, WI*, prepared by Craig Schowalter of Business Plans Etc. of Washburn, WI, was completed for Big Lake Organics LLC in February 2022. The study shows that there is good market availability in our region for premium compost and value-added compost blends. Demand exceeds supply by tenfold. A three-tier market strategy is recommended. Direct wholesale of bulk compost to local farmers and backyard gardeners. Direct retail of bagged premium compost blends and potting mixes via store front and web-based sales. And eventually wholesale to retail locations of bagged products.

### **Vehicles**

All material handling and windrow management will be done with a 111 HP Kubota tractor with front end loader. Processed material will be transported to compost yard in a 16-foot dump trailer. Mature compost will be screened in a Sittler stationary sifter.

### **Storm Water Pollution Prevention Plan (SWPPP)**

Composting will take place on a one-acre pad that is sloped sufficiently to prevent ponding, and will have surface water controls such as berms and ditches to prevent storm water run-on.

Run-off from the composting area will be directed to a gently sloping vegetated area of sufficient size to prevent erosion and any discernible confined and discrete discharge of liquids or suspended solids to surface water or wetlands from the composting area. Discharge areas will be lined with compost berms and erosion socks to minimize erosion, prevent pollutant discharges from storm water runoff and maintain diffused surface drainage.

At a minimum, the leachate collection capacity will be designed for a 25-year storm event.

James Tucker, Owner, shall serve as the primary Pollution Prevention Individual. James will have primary responsibility for all aspects of SWPPP development and implementation. James will develop, evaluate, maintain, and revise the SWPPP, and carry out the specific management

actions identified in the SWPPP, including maintenance practices, monitoring activities, preparing and submitting reports, recordkeeping, and serving as facility contact for the Department.

Todd Rothe, Operations Manager, will have secondary responsibilities for SWPPP development or implementation, and their respective roles. Training will be provided to employees on the value of storm water measures.

Potential sources of storm water contamination are the compost piles, non-compostable material, and the equipment used for material handling. Routine site maintenance will be practiced maintaining a clean and orderly space as part of the source area Best Management Practices.

Newly built compost windrows will be covered with six inches of mature compost. Finished compost will be stored under tarps to prevent leaching. Winter stockpiling of compost will also be covered with tarps to prevent leaching and disturbance from nuisance animals.

Non-compostable material, such as plastic and metal, will be removed upon receiving raw feedstocks prior to processing. Any non-compostable material that is sifted out of the finished compost will be deposited into dumpsters provided by Republic Waste Services.

Equipment will be kept in good working order through preventative maintenance. Mechanical fluid spills will be immediately contained and removed from the site. Any contaminated materials or soil will also be removed from the site.

Quarterly visual inspections of storm water discharges will be performed by the Owner and Operations Manager to ensure pollution is not occurring at the site. Observations will include color, odor, turbidity, floating solids, and oil sheen.

Semi-Annual non-storm visual inspections will be performed by the Owner and Operations Manager during dry weather to prevent other pollutant discharges.

Inspection records will be kept on file at the Big Lake Organics LLC office and be made available to DNR officials upon request.







**BIG LAKE ORGANICS, LLC  
LEASE YARD-EXHIBIT A  
T.47N-R.04W Section 3  
Ashland County, WI**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



*Find yourself next to the water.*



*City of Ashland, Wisconsin*

601 Main Street West Ashland, WI 54806 [www.coawi.org](http://www.coawi.org)

**DEPARTMENT OF  
PLANNING &  
DEVELOPMENT**

601 Main Street West  
Ashland, WI 54806

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## STAFF REPORT

Plan Commission – June 21<sup>st</sup>, 2022

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**Agenda Item #5a: Conditional Use Permit Request to allow a Commercial Compost Facility**

Zoning District: Heavy Industrial (H-I) and contains Wetland-Overlay (WET-O)  
Property Address: 1406 Cty Hwy A  
Parcel #: #201-04620-0000, #201-04614-0000, #201-04624-0000  
Applicant: James Tucker on behalf of Big Lake Organics LLC  
Staff Contact: Mandelyn Lyons & Brea Grace

**Background**

Big Lake Organics LLC is requesting a Conditional Use Permit to allow for a Commercial Compost Facility at 1406 Cty Hwy A, currently zoned Heavy Industrial (H-I). Parcels 201-04614-0000 and 201-04624-0000 contain wetland areas within a Wetland-Overlay (WET-O) overlay zone.

Big Lake Organics already has a presence in the community as they originally operated on the Northland College campus as the Northland College Compost Program. The applicant is leasing the land from Futurewood Corp, or Bayside Timber with a lease length of two years. The proposed facility consists of two existing buildings, one of which will be the initial preparation area for the compost where waste is processed by a mixer and shredder. The second building will be used to store empty compost bins that are delivered to customers. The applicant will be using static and aerated static window composting systems that will be monitored by several measures until they reach maturity. The windrows are going to be located on an old timber storage area, which is devoid of vegetation.

Local food waste and fish waste are the primary materials used in the composting process. These materials are picked up from several sites in the Ashland area including schools, businesses, the hospital system, and resident drop-off locations. Participating customers have bins on site for their food waste and bins are picked up by the applicant on a weekly or bi-weekly basis depending on the customer's needs. Once the compost is finished it is tested by an off-site certified lab to determine the quality of the finished product. After certification, the bulk finished compost will be available for purchase on site or via local delivery. The applicant hopes to have compost sold at local retailers.

The current operation diverts approximately 1,500 pounds of food waste and 1,000 pounds of fish waste from landfills per week. At the new proposed location, the applicant anticipates quadrupling the amount of waste diverted from local landfills to the current site over the duration of a two-year lease of the site.

The assessed value of the land is \$37,800, and the assessed value of the site improvements is \$82,400 (2021 assessment record). The 2021 property taxes were \$3,319.74.

The applicant has stated that they are working with Wisconsin DNR to obtain a Composting Facility Plan certification.

### **Standards for Conditional Use Review**

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

#### **1. Consistency with Comprehensive Plan.**

The proposed use would be pertinent in Ashland's goal to "become a regional leader in sustainability practices" (Authentic Ashland, pg. 25), as it would divert a significant amount of food waste away from local landfills. The Comprehensive Plan emphasizes the need for Ashland to keep environmental sustainability as a key planning principle (Authentic Ashland, pg. 21). The applicant's proposed use not only provides a more sustainable use of food waste, but it also follows sustainability practices by reusing existing infrastructure on the proposed site including the two leased buildings and the grounds previously used for logging timber storage.

The applicant's proposed compost facility is not directly consistent with the Comprehensive Plan's recommendations for future land use. The Future Land Use Map suggests that the area the applicant would lease should be a conservation buffer zone, meaning that it is not supposed to be used for development purposes. While the Future Land Use Map designates that the site should revert to a natural conservation area, the site has already been altered from a natural state by the activities of the timber yard.

The facility would further the comprehensive plan's goal to repurpose Ashland's industrial areas. The Plan states, "There is a need to adaptively re-use these parcels [in reference to industrial areas] in ways that increase the city's capacity to retain and attract strong households and entrepreneurs" (Authentic Ashland, pg. 15). Big Lake Organics utilization of this area introduces an adaptive re-use of the site that could otherwise sit empty and unused for years.

A commercial compost facility is compatible with the Heavy Industrial zoning of the property. The Heavy Industrial District is the highest-intensity zoning district in the UDO. The intention of the Heavy Industrial zoning is to locate industry away from traditional residential areas and put them in areas that are conducive to high-intensity land uses, provided that they have appropriate infrastructure (UDO, Section 4.22, A). High-intensity activities suitable for the Heavy Industrial District may result in smells and noises that may be considered nuisances in lower-intensity zoning districts. The site already has applicable infrastructure and utilities for the compost facility and the site will be able to withstand the applicants' long term expansion goals. The old timber storage area on the site is packed down from years of use and provides an area for windrows with no existing vegetation.

#### **2. Compatibility.**

The surrounding properties are zoned Future Development with the intent that these parcels be re-zoned to fit possible developments once Ashland can provide utility services to the area, "Land in this

district shall be rezoned consistent with the Comprehensive Plan, pending the proper timing for the economical provision of municipal sewer and water, streets, parks, storm drainage, and other public utilities and services, so that orderly development can occur” (UDO, Section 4.37, A). This leaves the possibilities for several different uses in the future which makes it hard to determine compatibility with projected future uses.

The proposed use is compatible with existing land uses. Properties to the north, east, and south are primarily farmlands and wooded areas. Single family residences are present to the west and northeast. The nearest single-family homes are 1,500 feet from the site of the proposed composting area.

### **3. Importance of Services to the Community.**

Big Lake Organics LLC has already been a part of the Ashland community while operating at its current location at Northland College. The facility has diverted 2,500 lbs. of food and fish waste per week from landfills already and is set to expand its business in the next few years, which could potentially remove even more waste from landfills. The operation provides benefits to the community, collecting food waste locally and allowing businesses, schools, churches, and other entities to be more environmentally sustainable while providing an in-demand service.

### **4. Neighborhood Protections.**

The applicant is planning to implement a Storm Water Protection Plan to reduce the amount of run off that is generated on-site including at the compost windrows. The plan includes using compost berms and erosion socks to minimize erosion and sediment control. The composting area will also be sloped to direct run-off into specific vegetated areas.

The applicant will also be implementing several measures to reduce odors and dissuade vermin. First the food waste is shredded and mixed so there are no recognizable or sizeable pieces that could attract animals. Second, the windrows will be capped and tarped to retain heat and moisture and to deter vermin.

UDO Section 5.3, C.4.a-b. states a 20-foot vegetative buffer and a minimum six (6) foot high, sight-obscuring fence, wall, landscaping berm, or planting strip screening shall be maintained around an entire parcel where composting activities are proposed. While this is encouraged by the UDO it is not recommended for this site due to the unique nature of the property. The existing vegetation surrounding the windrows already provides more than adequate screening. If composting activities are planned for a larger are of the parcel in the future, screening requirements should be reevaluated.

Vehicles will also be maintained to reduce likelihood of mechanical fluid contamination. The site is closed and locked at night via a gate off Cty Hwy A at the entrance of the site.

### **5. Conformance with Other Requirements:**

The development must conform to all other applicable City code requirements, including (but not limited to):

- UDO Section 5.3, C, Specific Use Standards
- UDO Section 4.22 Heavy Industrial District
- Local and State Building Codes

### **Review Recommendation**

Staff recommends APPROVAL of the Conditional Use Permit contingent on the following conditions:

- Approval will be contingent upon the receipt of Composting Facility Plan certification from the Wisconsin DNR and comply with all directives of the same.
- Any activities on the site will avoid impacting wetland areas, especially such areas mapped within the WET-O overlay zone.
- The applicant must comply with City Noise Ordinances outlined in Ordinance 202 and the Public Nuisance Ordinance
- The applicant must maintain all permits required by WDNR including Compost Facility License and Storm Water Pollution Prevention Plan (SWPPP) and complete all necessary inspections.
- Before installation, signs must be approved and the applicant must apply for proper sign permits.
- Building permits are required for any new temporary or permanent structures.
- Approval of Site Plan by Planning Commission is required for any development (i.e., new buildings, new concrete/asphalt surfaces) or expansion of composting use in accordance with UDO standards and expansion of composting use.
- Future expansions of the compost facility, which substantially change the scale or intensity of the use, may require a CUP modification by the Plan Commission, such as the change in the WDNR permit.
- If the proposed composting use were to cease for a duration of time greater than 365 days, the applicant and/or property owner shall be required to perform site clean-up and removal of compost materials, by-products, and waste.

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a decision. The required Class 2 public hearing notice was issued on June 10<sup>th</sup> & June 17<sup>th</sup>, and discretionary letters were sent to all surrounding property owners within 1,700 feet of the proposed development.

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

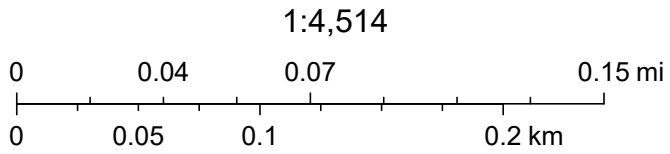


# Big Lake Organics Aerial



5/9/2022, 11:10:49 AM

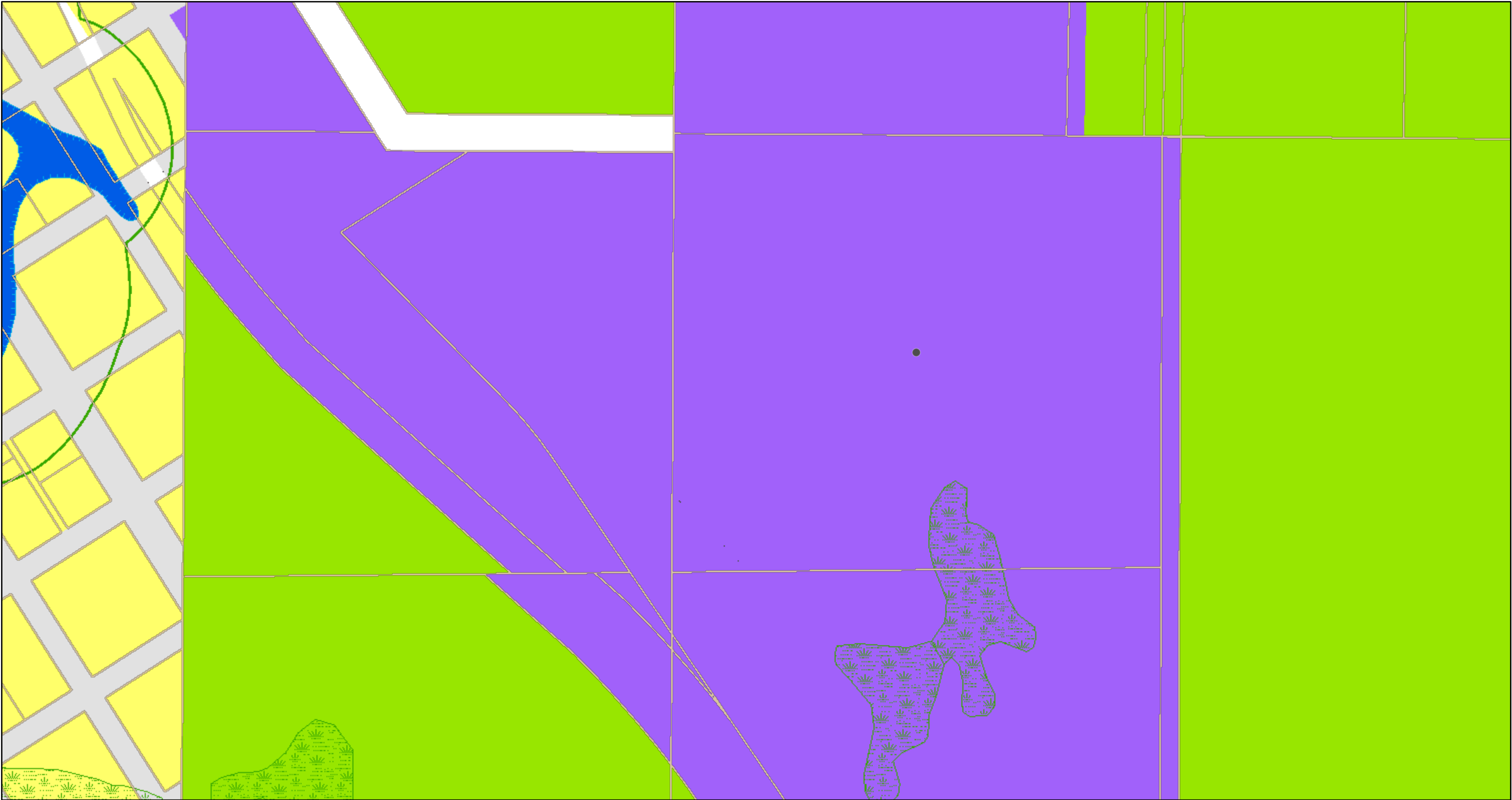
 Parcel Mapping  
Parcel Labels



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



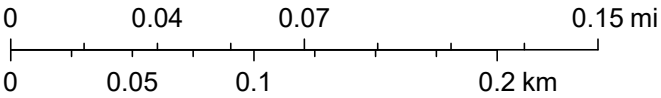
# Big Lake Organics Zoning Map



5/9/2022, 11:09:52 AM

|                                                    |                                                      |                                                         |                                                            |                                             |
|----------------------------------------------------|------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------|---------------------------------------------|
| <div></div> Parcel Mapping                         | <div></div> R-4<br>High Density Residential          | <div></div> RC, Regional Commercial                     | <div></div> W-MRC, Waterfront Mixed Residential/Commercial | <div></div> PI, Public/Institutional        |
| Parcel Labels                                      | <div></div> MHC<br>Manufactured Home Community       | <div></div> CC, City Center                             | <div></div> W-CRM, Waterfront Conference Residential Mix   | <div></div> PP, Public Park                 |
| Zoning                                             | <div></div> MRC<br>Mixed Residential/Commercial      | <div></div> MCI, Mixed Commercial/Industrial            | <div></div> W-C, Waterfront Commercial                     | <div></div> AIR, Airport                    |
| <div></div> R-E<br>Residential Estate              | <div></div> PRI<br>Planned Residential/Institutional | <div></div> LI, Light Industrial                        | <div></div> W-CC, Waterfront City Center                   | <div></div> FD, Future Development          |
| <div></div> R-1<br>Single Family Residential       | <div></div> NC, Neighborhood Commercial              | <div></div> HI, Heavy Industrial                        | <div></div> W-I, Waterfront Industrial                     | <div></div> ROW, Right of Way               |
| <div></div> R-2<br>Single & Two-Family Residential |                                                      | <div></div> W-SFR, Waterfront Single Family Residential | <div></div> W-PI, Waterfront Public/Institutional          | <div></div> ROWUD, Undeveloped Right of Way |

1:4,514



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

**SUBJECT:** Approve an Original Alcohol Beverage Retail License Application for a Class B Fermented Malt Beverage License, from Ashland Fun and Games LLC dba Play Unplugged, and Agent Joseph Croteau, at 307 Main Street West (Clerk) Voice

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** City Attorney

**EXHIBITS:** 1. Original Alcohol Beverage Retail License Application

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** The Treasurer's Office has certified on June 17, 2022, that Play Unplugged 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:**

Ashland Fun and Games LLC, dba Play Unplugged, at 307 Main Street West, Ashland, and its agent, Joseph Croteau, has submitted an original application to the City for a Class B Fermented Malt Beverage license.

Mr. Croteau has been working on updating his business model to that of a Boardgame Cafe, and wishes to add the ability to serve food and beer at his establishment. This business plan became more relevant as an idea was brought forward to host a gaming event during the City of Ashland's All School Reunion in July 2022. In order for Mr. Croteau to make the significant changes to his establishment, and obtain stock to sell by mid-July, he will need to acquire a Class B (Beer only) license.

His statement is below:

*"Play Unplugged will be updating its business model to that of a Boardgame Cafe. In addition to the retail operations and event services operations, we will be adding a food concept available to patrons and allow for a*

*simple in-store dining experience. No food preparation or food processing will happen on-site, so a food license allowing resale of pre-cooked food and pre-packaged food will be acquired. Our game center has tables to seat approximately 40 people and the tables are used for open gaming where patrons can bring their own games to play or rent one from the store, and also used for specific gaming events and tournaments. We also rent out the game center for private events. With the addition of a Class B Beer License, we will also offer specific hours/events for adult gaming activities where alcohol can be served. During these activities or events, patrons will need to provide an ID to enter the game center to show that they are 21 years old or older."*

According to WI State Statutes, "No Class "B" beer license may be granted for any premises where any other business is conducted in connection with the premises. This restriction does not apply if the Class "B" licensed premises is connected to premises where other business is conducted by a secondary doorway that serves as a safety exit and is not the primary entrance to the Class "B" premises. No other business may be conducted on a premises operating under a Class "B" license. [Wis. Stat. sec.125.32\(3m\)](#). The **exceptions** to this rule include a hotel, restaurant, theater, painting studio, movie theater, or combinations of grocery store/tavern or novelty store/tavern, or a bowling center.

The Clerk consulted with both Department of Revenue Alcohol & Tobacco Enforcement Agent Mario Altuzar and the City Attorney for guidance regarding the definition of a restaurant, and if this business plan qualifies Play Unplugged as such. It was determined that the establishment could in fact fall under this definition, but it is ultimately the municipal governing body (Council) who can make the decision as to whether to issue the license.

To Note:

- The City of Ashland does not currently have a quota regarding Class B - beer-only licenses.
- If this type of license is issued, the entity has to make sure that minors/underage persons are not alone on the premises without their parents, legal guardian or a spouse that has attained the legal drinking age.
- If the operation involves the sale of food, an inspection of the premises will be conducted by persons from the Department of Agriculture, Trade and Consumer Protection (DATCP), or the municipal or county officials issuing the restaurant license.
- Unless waived by a majority vote of the governing body, a liquor license may not be issued within 300 feet of the main entrance of any church, school, or hospital. [Sec. 125.68\(3\)](#)

Notice of the application has been published in the Daily Press according to [Sec. 125.04\(3\)\(g\)](#).

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/22 ending: 06/30/23  
(mm dd yyyy) (mm dd yyyy)

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

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

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

| Applicant's Wisconsin Seller's Permit Number<br>456-1027149006- |        |
|-----------------------------------------------------------------|--------|
| FEIN Number<br>27-1947970                                       |        |
| TYPE OF LICENSE REQUESTED                                       | FEE    |
| <input type="checkbox"/> Class A beer                           | \$     |
| <input checked="" type="checkbox"/> Class B beer                | \$     |
| <input type="checkbox"/> Class C wine                           | \$     |
| <input type="checkbox"/> Class A liquor                         | \$     |
| <input type="checkbox"/> Class A liquor (cider only)            | \$ N/A |
| <input type="checkbox"/> Class B liquor                         | \$     |
| <input type="checkbox"/> Reserve Class B liquor                 | \$     |
| <input type="checkbox"/> Class B (wine only) winery             | \$     |
| Publication fee                                                 | \$     |
| <b>TOTAL FEE</b>                                                | \$     |

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

Ashland Fun and Games, LLC DBA: Play Unplugged

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) |
|-----------------------------------|---------|---------------|--------------------------------------------------------|
| Croteau                           | Joseph  | David         | 2120 Knight Road                                       |
| Vice President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name      | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name      | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name                   | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Directors / Managers Last Name    | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

1. Trade Name Play Unplugged Business Phone Number 715-817-0393  
2. Address of Premises 307 Main St West Post Office & Zip Code 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 sales floor with large event center in back third of building,  
seating aprox. 40 people. Alcohol will be stored in kitchenette area in  
back, receipts and invoices stored in side office.

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

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

(b) If yes, under what name was license issued? \_\_\_\_\_



6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☒ Yes ☐ No

Store owner will take responsible beverage server training course.

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 01/20/00 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.)<br>Croteau, Joseph D | Title/Member<br>Store Owner | Date<br>06/02/22            |
| Signature                                                      | Phone Number<br>[REDACTED]  | Email Address<br>[REDACTED] |

**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           |                                   |





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

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
MADISON, WI 53708-8902  
ph: 608-266-2776 fax: 608-264-6884  
email: DORBusinessTax@wisconsin.gov  
website: revenue.wi.gov

Letter ID L0863322192

JOSEPH AND MINDY CROTEAU  
ASHLAND FUN AND GAMES LLC  
604 11TH ST W  
ASHLAND WI 54806-3039

## Wisconsin Department of Revenue Seller's Permit

**Legal/real name:** ASHLAND FUN AND GAMES LLC  
**Business name:** PLAY UNPLUGGED  
307 MAIN ST W  
ASHLAND WI 54806-1611

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

| <b>Tax Type</b> | <b>Account Type</b> | <b>Account Number</b> |
|-----------------|---------------------|-----------------------|
| Sales & Use Tax | Seller's Permit     | 456-1027149006-03     |



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

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
MADISON, WI 53708-8902  
ph: 608-266-2776 fax: 608-327-0235  
email: DORBusinessTax@wisconsin.gov  
website: revenue.wi.gov

JOSEPH AND MINDY CROTEAU  
ASHLAND FUN AND GAMES LLC  
604 11TH ST W  
ASHLAND WI 54806-3039

Letter ID L1832013392



April 26, 2021

## Wisconsin Business Tax Registration

Thank you for registering with the Wisconsin Department of Revenue. We hope you enjoy a prosperous and rewarding future in your new business. In this letter, we provide you with information and services about your tax filing and payment responsibilities. Please keep this letter as a reference guide.

**Included in this packet:**

- **Your account information and details**
- **Electronic filing (e-filing) requirements**
- **Business tax resources**, including making changes to your account, tax publications and forms
- **Registration certificate**
  - Review certificate information to make sure it's correct. See enclosed document.

**Account information and details**

| Tax account type | Tax account number | Effective date | Filing frequency | First return due |
|------------------|--------------------|----------------|------------------|------------------|
| Withholding Tax  | 036-1027149006-04  | 4/1/2021       | Quarterly        | 8/2/2021         |

**SUBJECT:** Approve to Distribute \$10,000 from ARPA Funds for East End Park Improvements  
(Administrator) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Administrator

**CLEARANCES:** Administration

**EXHIBITS:**

**EXPENDITURES REQUIRED:** \$10,000

**AMOUNT BUDGETED:** \$0

**APPROPRIATION  
REQUIRED:** \$10,000

**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 East End Park working group has requested that the city provide ARPA funding for improvements at the East End Park. This group has already raised a substantial amount of money in private donations for the park. I am recommending that Council approve \$10,000 in ARPA funds to help with asphalt resurfacing, playground equipment, warming house upgrades, new basketball hoops and landscape improvements. ARPA guidance specifically identifies outdoor public improvements as an area of eligibility for use of the funds. This is a unique opportunity for a public/private partnership to restore a valuable neighborhood park for many decades to come.



**SUBJECT:** Discussion and Possible Action Regarding the Potential Purchase of Property at 501 3rd Street West (*Administration*) Roll

**RECOMMENDATION:** Discussion and Possible Action

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**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:**

Administration would like to update Council regarding the ongoing negotiations of this property.



**SUBJECT:** Approve a Resolution Establishing June as Pride Month in the City of Ashland, Wisconsin (*Councilors Lindell, Graf and Jackson*) Roll

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Council Member

**CLEARANCES:** Mayor

**EXHIBITS:** 1. Proposed Resolution

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:** The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:**

**SUMMARY STATEMENT:**

The City of Ashland has a large LGBTQ+ community and as June is Pride month, councilors Graf, Jackson, and Lindell are proposing that Council show its support for those in our community who celebrate.

## RESOLUTION No. 17683

### RESOLUTION ESTABLISHING JUNE AS PRIDE MONTH IN THE CITY OF ASHLAND, WISCONSIN

**WHEREAS**, the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) communities are an integral part of the vibrant culture and climate of Ashland; and

**WHEREAS**, Two-spirit people have always lived on the lands where Ashland is today and genocide of Indigenous people occurred under the structures of colonization; and

**WHEREAS**, the strength of a democratic society must be based upon equal participation of all people without prejudice in the social, economic, and political activities of the community; and

**WHEREAS**, the diverse LGBTQ+ community continues to contribute to the widespread academic, economic, artistic, and social spheres within and around our greater community; and

**WHEREAS**, Ashland has a well-known history of prejudice and violence to overcome; and

**WHEREAS**, everyone should be able to live without fear of prejudice. Discrimination, violence, and hatred based on race, ethnicity, gender, gender expression, sexual orientation, religion, class, age, mental or physical ability, but those rights have not been realized equitably or justly; and

**WHEREAS**, Queer, Transgender, and Two-Spirit Black, Indigenous, and People of color face additional barriers to care, housing, and economic opportunity; and

**WHEREAS**, the next generation of LGBTQ+ youth will be the future leaders of our community, and deserve to grow up in a safe, supporting, and affirming environment, free of bullying and discrimination, in order to ensure they can guide us into the future; and

**WHEREAS**, the month of June was designated Pride Month to commemorate the Stonewall Riots which occurred in June 1969 and are generally recognized as a catalyst of the LGBTQ+ rights movement; and

**WHEREAS**, Pride Month serves as a call to our collective consciousness to persist in the fight to eradicate prejudice and discrimination; and

**WHEREAS**, any time any members of our community are under threat, the safety, health, well-being, and rights of all of us are at risk.

***NOW, THEREFORE, BE IT RESOLVED*** that the Common Council for the City of Ashland, Wisconsin hereby adopts this resolution that establishes June to be ***PRIDE MONTH*** from this point forward and will continue to promote an environment that accepts, celebrates, and appreciates diversity within the community while condemning any hate-based activity, treatment, or discrimination. No matter who we are, what we look like, or who we love, we know our community is stronger when we can be our authentic selves, work together, and show up for each other.

Passed: June 28, 2022

\_\_\_\_\_  
Councilperson

ATTEST: \_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney