

**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, July 12, 2022 – 5:30 PM

AMENDED AGENDA

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 28, 2022 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Approve for the Ashland Fire Department to Submit an Application for a Wisconsin EMS Flex Grant (*Fire Department*)

B. Miscellaneous Meeting Minutes

7. NEW BUSINESS

A. Approve a Resolution to Acknowledge Review of the 2021 Compliance Maintenance Annual Report (CMAR) of the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code (*Public Works*) Roll

- B. Approve a Grant Agreement between the State of Wisconsin-Department of Administration (WI-DOA) Wisconsin Coastal Management Program and the City of Ashland to Accept a Grant for \$10,520 for the Ashland Rails to Trails System: Waterfront Trail Repair Design, Engineering and Construction Document Creation (Parks Director) Roll**
- C. Approve to Submit a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection (FFP) Grant Application (Fire Department) Roll**
- D. Discussion and Possible Action Regarding the Potential Purchase of Property at 501 3rd Street East (Administration) Roll**

8. CLOSED SESSION (ROLL CALL) Council may return to open session and take action on any item discussed during Closed Session

- A. 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." (*Vourenmaa Tree*)
- B. Pursuant to WI Stat. 19.85(1)(c):** "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (*Administration*)
- 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 28, 2022 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, June 28, 2022 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 5:30 p.m.

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

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann (5:35), Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: None.

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

2. APPROVAL OF AGENDA

Lindell moved, seconded by Ortman to remove Item 7J from the agenda as there are no updates to share. Jackson requested to moved Item 7K to the beginning of New Business as there were a number of citizens present to address this item. Lindell and Ortman agreed. The motion to approve the amended agenda carried unanimously by voice vote.

3. APPROVAL OF MINUTES

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

Pufall moved, seconded by Seefeldt to approve the minutes as presented. 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:

Jeanna Olbeksens, PO Box 786, inquired about the ordinance regarding homeless people camping in the city's parks.

Nancy Szyndor, 1521 6th Street East, spoke in support of designating ARPA funds for the East End Park renovations.

Chris Hulmer, 1605 6th Street East, was in support of providing funding for the East End Park project.

Dan Orley, 29190 East Ondossagon Rd, spoke in support of the alcohol license application for Play Unplugged and of the Vaughn Library renovation plans.

Jackie Moore, 307 14th Avenue East, spoke in support of the Pride Month Resolution.

Kathy Allen, 810 Mac Arthur Avenue, spoke in support of the Vaughn Library renovation plans.

Philomena Burchill, Ashland resident, spoke to support the approval of the Pride Month Resolution, and of the alcohol license for Play Unplugged.

Ella Severson, 813 6th Avenue West, thanked Council for the option of virtual attendance, and supported the Pride Month Resolution.

Abby Fergus, Ashland, encouraged Council to approve the Pride Month Resolution.

Carver Harries, 910 Ellis Avenue, asked Council to vote to approve the Pride Month Resolution.

Katherine Martin, Washburn, spoke in support of approving the Pride Month Resolution.

Jim, Ashland resident, spoke in support of the alcohol license application for Play Unplugged.

David Gilmore, 1123 1/2 3rd Street West, spoke to support the alcohol license for Play Unplugged.

Sarah McCabe, Ashland resident, spoke to support the Pride Month Resolution.

William Michel, Town of Lincoln, spoke in support of the Pride Month Resolution.

Kelly Westlund, 501 11th Avenue East, supported the proposed funding of the East End Park renovations, and the approval of the Pride Month Resolution.

Kucera read into the record emails submitted by Laura Comer, Kristy Heidenreich, Progress

North, Northlakes Community Clinic, and Duluth Superior Pride, all who were in support of the Pride Month Resolution.

5. MAYOR'S REPORT

A. Announcements

MacKenzie offered that he attended a meeting hosted by UW-Superior last week, who asked the City and Ashland County how they could become more involved in the City. The City is currently undergoing its annual financial auditing. He attended a Joint Review Board meeting yesterday to review the TID districts program. He mentioned that he is reviewing the Housing Committee and the best direction for this group to be more effective and possible changes to do that. He will be bringing this item for discussion in the future. He asked the City Attorney to do a short review regarding conflicts of interest and having a quorum present for a meeting, and what to be aware of as a Council person. He finished by stating that he supports inclusion and wished to model a nonpartisan, safe and respectful environment at the City.

B. Appointments

Lindell moved, seconded by Ortman to approve the Mayor's recommendations for appointments of the following: reappointment of Carl Doersch to the BART Board, reappointment of Tom Yankee to the Harbor Commission, and appointing Bill Metzinger to the Board of Review. The motion carried unanimously by voice vote.

6. OLD BUSINESS

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

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

7. NEW BUSINESS

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

Lindell moved, seconded by Graf to approve the resolution. Kucera read the resolution for the attendees. The motion carried unanimously by roll call vote.

B. 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

Lindell moved, seconded by Jackson to move into Public Hearing. The motion carried unanimously by roll call vote.

It was made known that a Class II notice was posted in the City's official newspaper two times, posted at the Vaughn Public Library, Ashland County Court House, and at City Hall, as well as noticed via social media. The public hearing agenda included eligible CDBG activities, discussion of the CDBG-PF project and progress to date, citizen input regarding the progress of the project and other CDBG activities, and identification of any community development needs by the public. Butler addressed Council offering that the 6th Street East Reconstruction Project

was on schedule with few to minor interruptions. As there were no citizens wishing to address Council at this time, Ortman moved, seconded by Seefeldt to close the Public Hearing. The motion carried unanimously by voice vote.

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

Ortman moved, seconded by Seefeldt to approve to accept the bid for a total project cost of \$217,717.97. The motion carried unanimously by roll call vote.

D. 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

Tochterman moved, seconded by Seefeldt to approve the agreement for a project total of \$82,170.00. The motion carried unanimously by roll call vote.

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

Lindell moved, seconded by Pufall to approve the agreement. The motion carried unanimously by roll call vote.

F. 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

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

G. 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

Pufall moved, seconded by Tochterman to approve the resolution. The motion carried unanimously by roll call vote.

H. 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

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

I. 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

Lindell moved, seconded by Seefeldt to approve the application. Tochterman asked to recognized Joseph Croteau to speak to Council. The motion carried unanimously by voice vote.

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

Ortman moved, seconded by Tochtermann to approve. The motion carried unanimously by roll call vote.

8. CLOSED SESSION (Roll Call)

Lindell moved, seconded by Jackson to move into Closed Session. Wickman requested to allow Butler to remain while in Closed Session. The motion carried unanimously by roll call vote.

MacKenzie allowed for a five minute recess before beginning Closed Session discussion.

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

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

D. REPORT OF ACTION TAKEN DURING OPEN SESSION

8A: Lindell moved, seconded by Graf to deny the claim as recommended by the City Attorney. The motion carried unanimously by roll call vote

8B: There was no action taken by Council during Closed Session.

9. ADJOURNMENT

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

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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 28, 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 28, 2022 City of Ashland Committee of the Whole Meeting was called to order by Council President Eric Lindell at 7:35 PM.

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

ABSENT: None.

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Library Director Sarah Adams, and other concerned citizens.

2. Council President's Report

Lindell attended the UW-Superior event and the "Save the Water" rally this week. He met with the Mayor and Administrator regarding Superior Days which takes place in February 2023. A poll was taken for a listening session to take place at City Hall on July 27, 2022 beginning at 6:00 pm. Lindell wished everyone a happy and safe Fourth of July weekend.

3. Administrator's Report

Kucera did not offer a report.

4. Approval of Agenda

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

5. Committee Updates

Ore Dock Trust: Tochtermann - no report

DPAEC: Graf - no report

Harbor Commission: Pufall - Slip rentals going well; problems with Kreher parking lot.

Historic Preservation Committee: Lindell - no report

Housing Authority: Seefeldt - no report

Housing Committee: Ortman - Researching resources for housing units.

Library Board: Jackson - Presentation tonight.
Parks and Recreation: Seefeldt - Viewed presentation from Rotary regarding place pad; discussed homelessness and tent camping; discussed East End park.
Public Works Committee: Lindell - Discussed road to connect HWY 2 to ore dock area.
Sustainability: Graf - Working with UWS on upcoming projects.
Plan Commission: Tochtermann - Discussed CUP applications.
Zoning Board: Ortman - no report.

6. Discussion Items

A. **Presentation of Proposed Vaughn Public Library Redesign by Engberg Anderson Architects (*Library Director*)**

Sarah Adams introduced Alex Ramsey of Engenberg Architects as they presented the redesign plan for the Vaughn Public Library.

B. **Discussion and Possible Action Regarding Citizen Concerns of Imposing Special Assessments from the 6th Street East Reconstruction Project (*Councilor Pufall*)**

After some discussion, Pufall requested that this item return to the next Committee of the Whole meeting with a cost summary from staff.

C. **Items for Future Discussion**

Ortman: asked for a *Women's Right to Choose* resolution
Seefeldt: asked for an update from the Airport regarding traffic, revenue, and monetary support among other things.
MacKenzie: asked to clarify Council's thoughts regarding virtual participation during Closed Session

7. Adjournment

Pufall moved, seconded by Seefeldt to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is asking for approval of the following appointments:

Parks and Recreation Committee

Philomena Kebek, term to expire April 30, 2025

Board of Review

Pat Nemec (reappointment), term to expire June 10, 2027

SUBJECT: Approve for the Ashland Fire Department to Submit an Application for a Wisconsin EMS Flex Grant (*Fire Department*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS: 1. 2022 EMS Flex Grant Application

EXPENDITURES REQUIRED: \$ 29,830.00 - 100% paid by the grant, up to \$30,000

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Ashland Fire Department (AFD) is requesting approval to submit a state of Wisconsin EMS Flex Grant application to obtain grant funding for two (2) new CPR devices.

Wisconsin has made this one-time grant available to EMS providers for equipment and training in 2021. These CPR devices will assist AFD staff in performing high quality CPR without requiring two people to perform this task.

Due to the large coverage area that AFD serves and the long transport times to hospitals in Duluth, these CPR devices would help AFD provide high quality care to the sickest of the patients that we see.

The current cost of two of these devices is \$29,830.00. This grant will reimburse 100% of the cost up to \$30,000 if AFD is awarded the grant. There is no match required for these funds.

Introduction and Start of Application

Introduction

EMS Flex Grant Request For Application

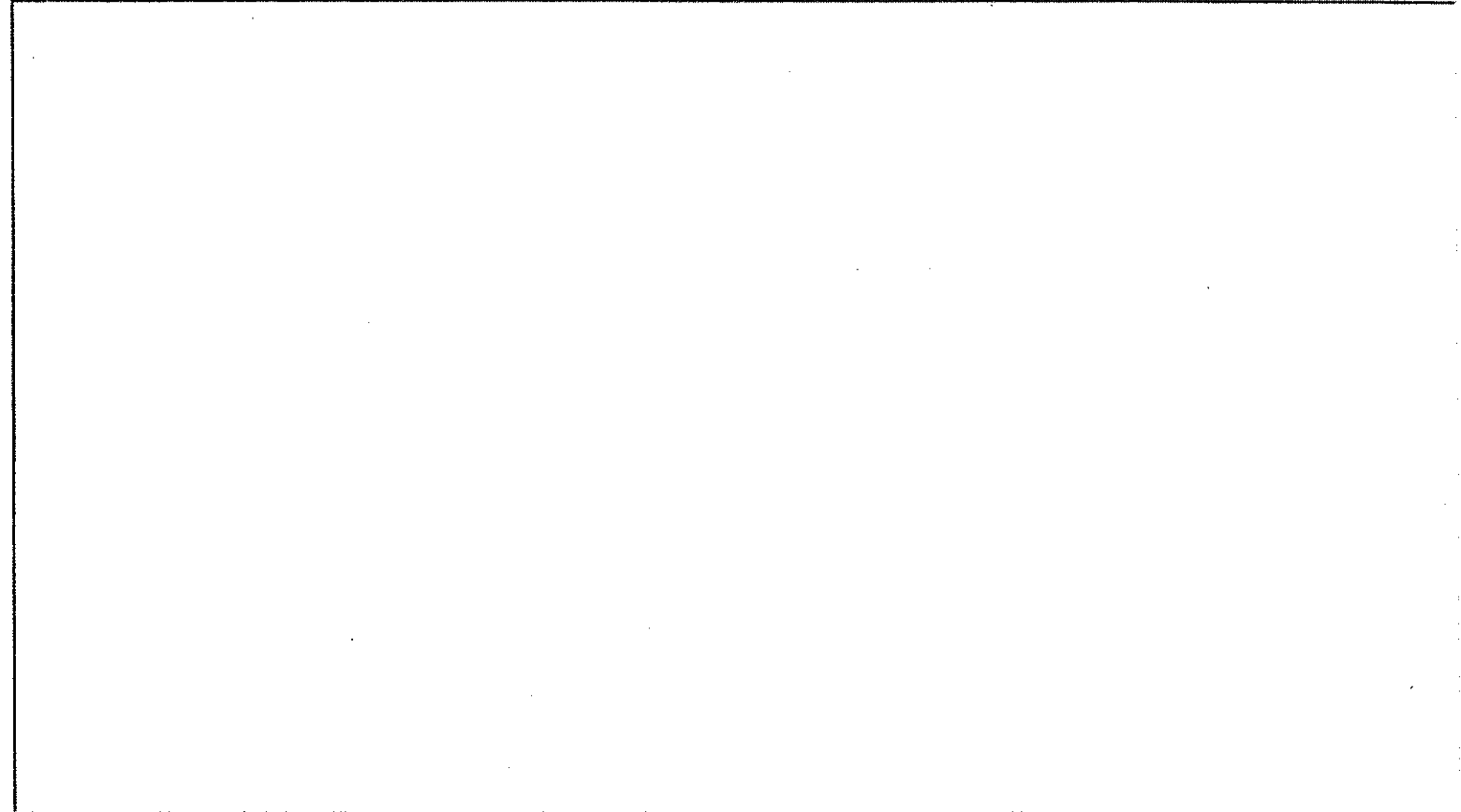
Completion of this form is required in order to receive EMS Flex Grant money through the American Rescue Plan Act of 2021. The start of the application season for this grant begins on June 13th and is due by July 12th.

Instructions for completion:

Please read each question carefully and answer each question correctly. You must provide the required requested documentation to support your application process. Applications that do not include required documentation are considered incomplete and will not be processed for grant funding. Fields marked with a red asterisk(*) are required.

Request for Application PDF

If needed for more clarification here is an attached pdf of the request for application down below. You cannot use this document to apply for the grant. This is only a reference guide.



Applicant Information

*Applicant First Name

Chris

Applicant Middle Name or Initial

Michael

*Applicant Last Name

Pribek

*Applicant Street Address

215 6th St. East

*Applicant City

Ashland

- ☐ Tribal
- ☐ District
- ☐ Training Center
- ☐ Dispatch Center

*Primary Type Of Service: 911 Transporting Service

*Organization Type: Fire Department

*Federal Tax ID: 39-6005387

Flex Grant General Information

Definitions and Background

Background

Emergency Medical Services (EMS) serve as the backbone to emergency care, with 791 Wisconsin-based EMS Services, and over 16,000 licensed providers providing pre-hospital emergency medical care statewide. Wisconsin has a robust volunteer model, with over 450 EMS Services being solely volunteer, or operating with a combination of volunteers and part-time/full-time staff. It is no secret that COVID-19 has exposed the EMS system to its greatest challenge yet.

As a group, EMS Services in Wisconsin have been impacted by the economic disruption resulting from and exacerbated by the COVID-19 public health emergency. The EMS system was stretched to the brink before the pandemic. EMS staff serve our state's most vulnerable residents, including work on the very front lines of the COVID-19 pandemic. Positioned at the intersection of public health and public safety, Emergency Medical Services serve our communities 24 hours a day, seven days a week. From stroke to trauma to heart attack to COVID-19, EMS and fire agencies provide life-sustaining frontline healthcare. EMS agencies of all sizes dipped deeply into scant reserves to protect their staff and their communities from COVID-19. The EMS Flex Grant program was created in response to the need to stabilize mobile healthcare providers by providing this one-time funding to ensure they can continue to respond to emergencies across Wisconsin.

All EMS Services that are licensed in the state of Wisconsin are eligible to submit a request for funding.

Reasonable Accommodations

DHS will provide reasonable accommodations, including the provision of informational material in an alternate format, for qualified individuals with disabilities upon request. Any applicant in need of reasonable accommodations should contact the Program via email at DHSFlexGrant@dhs.wisconsin.gov

*I have read and attest to all information stated in "Reasonable Accommodations."

Signed on Jun 27, 2022 4:46:02 PM by CHRISTOPHER PRIBEK

Calendar of Events

Calendar of Events

Listed below are specific and estimated dates/times of actions related to this Grant Announcement. The actions with specific dates must be completed as indicated unless otherwise changed by the State. If the State finds it necessary to change any of these dates and/or times, it will do so by issuing an amendment(s) to this Grant Announcement. There may or may not be formal notification issued for changes to target dates and times.

EVENT	DUE DATE
Grant Announcement Issue Date	June 13, 2022
Informational Webinar (information about this webinar will be posted on the EMS web page)	June 20, 2022
Questions about the application due date (questions may be emailed to DHSFlexGrant@dhs.wisconsin.gov email)	June 20, 2022
Applications Due	July 11, 2022 at 4 p.m. CDT
Notification of Award (estimated)	August, 2022

*I have read and attest to all information stated in "Calendar of Events."

Signed on Jun 27, 2022 4:46:02 PM by CHRISTOPHER PRIBEK

Eligibility

Eligibility Requirements

All EMS Services licensed in the state of Wisconsin are eligible to request funding. DHS shall interpret eligibility criteria to align with program objectives and American Recovery Plan Act of 2021 requirements. EMS Services may not be funded for the full Page 14 of 81

***Please explain your community need.**

Ashland EMS is requesting funding for two CPR assist devices. Ashland EMS serves an area that is 445 square miles which includes the City of Ashland and five rural Townships including the Bad River Tribal Reservation. ALS intercepts are provided to 11 volunteer EMT Basic services throughout northern Ashland and Bayfield counties. Only one of the townships has a first responder program in place with the others relying on Ashland EMS to provide all care. With the onset of Covid 19 the volunteer EMT Basic services have seen a significant problem with staffing which has resulted in mutual aid requests to Ashland EMS for fully staffed ambulances. Ashland EMS does not currently have any CPR assist devices which could significantly assist in providing quality care to our area. With response and transport times that can exceed 25 minutes, these devices can provide quality chest compressions that can be difficult to maintain over long transport times with minimal staffing which is frequently 2 to 3 persons. Ashland EMS also provides frequent interfacility transports to hospitals over 70 miles away. Ashland Memorial Medical Center which is a critical access hospital is very limited in the care they are able to provide. The nearest cardiac cath lab is in Duluth, MN which is 72 miles away. We frequently transport critically ill patients for care not available locally. Transports which often would go via medical helicopter due to the severity of illness have to go by ground due to no availability of air transport due to weather issues. As is well known, with cardiac arrest quality CPR specifically chest compressions are the true life savers in these situations. I don't think the importance of these devices can be overstated. While more urban areas often have more staff to draw from we are truly the definition of a rural area. Ashland County ranks near the bottom for income in the state of WI which makes funding difficult. I believe these devices have become the standard of care and can help Ashland EMS provide the best care possible.

Equity

Projects that are focused on serving geographic or demographic communities in a Qualified Census Tracts will receive stronger consideration. The following link shows the Qualified Census Tracts in Wisconsin:

<https://www.huduser.gov/portal/qct/1statetable.html?statefp=55.0&DDAYEAR=2022>

Please indicate if your project serves in a Qualified Census Tract.

Does your project serve in a Qualified Census Tract?

☐ Yes

☒ No

Budget Narrative**Instructions**

Provide details of the eligible expenses you are requesting through this form. Please answer yes or no to the following items you are requesting funding. If you say yes to any of them, you will need to fill out your budget item, cost and reasoning for the item(cost justification) in each question box.

Supplies

***Is your service going to spend Flex Grant money on supplies?**

☐ Yes

☒ No

Equipment

***Is your service going to spend Flex Grant money on equipment?**

☒ Yes

☐ No

If you clicked **"Yes"** please fill out your item, cost and cost justification. If you have more than one item in this category, please click the **"Add Another"** category which will create another line for you to put the extra item, then click **"Done"** once you have finished. If you need to delete an entry, click on the edit icon on the left hand side and click the **"Remove"** button.

You may request up to \$30,000 in total equipment

Item	Cost	Cost Justification
 CPR assist device	14,915.10	Cost quoted by supplier
 CPR assist device	14915.10	Cost quoted by supplier

***Please total your amount for the "Equipment" category**

29830.20

Training

*Postal Code

54806

*Federal Tax Identification Number(FEIN) for Check Payee

39-6005387

State of Wisconsin Payment System Paperwork

State of Wisconsin Payment System Paperwork

The State of Wisconsin payment system is used to process funds to our vendors. For a service to get their checks, they must send the correct Department of Administration (DOA) supplier forms to the Wisconsin Department of Health Services (DHS). Here are the determinants to determine what paperwork your service will need to send in.

1. If your service applied for and recieved SFY 2023(or other SFY) Funding Assistance Program(FAP), you will need:

- DOA-6456, The EMS Flex Grant i going to be in an ACH(Automated Clearing House) payment. This means that the payment will come as a direct deposit into a banking account rather than a check in the mail.

2. If your service has not applied or recieved for SFY 2023(or other SFY) FAP, you will need:

- W-9 should be used by all services that have a Federal Tax Identification Number(FEIN) so that we can disburse the money to this account.
 - You can get a blank W-9 Document here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Voided Check that showcases, banking and routing numbers to your account.
- DOA-6460 is for new suppliers. If they've been paid by another state agency before it is likely they are already in the system. In the DOA-6460 form you CANNOT OPT OUT OF DIRECT DEPOSIT. You will not get your money if you do.

3. If your service is already in the State of Wisconsin Payment System but needs to change their name or address, you will need:

- DOA-6457 should be used for established suppliers (i.e., those who have received FAP funding before and municipalities) who need to update their addresses.
- DOA-6458 should be used for established suppliers (i.e., those who have received FAP funding before and Municipalities) who are changing their legal name or Doing Business As (D.B.A.) name.

**IF YOU NEED THE DOA FORMS, SCROLL DOWN TO THE BOTTOM TO THE SECTION THAT SAYS "NEEDED DOA FORMS".
PRINT AND UPLOAD THE FORM PERTAINING TO YOUR SERVICE.**

Funding Assistance Program

*Did your service apply for SFY FAP 2023(or previous years) FAP Application?

☒ Yes

☐ No

*Please upload your DOA-6456 Authorization for Direct Deposit form:

Banking forms.pdf

*Name

Banking forms

*Description

DOA-6460 W-9 Bank letter

Change of Service Name or Change of Address

If applicable to your service, you may upload your DOA-6457 or DOA-6458 forms down below.

Name

Description

Application Submission

Questions

Submitters should submit all questions no later than 11:00 a.m. CDT on June 20, 2022. Answers to submitted questions will be posted online. Questions can be submitted in two ways:

By email to DHSFlexGrant@dhs.wisconsin.gov.

During the webinar on June 20, 2022.

Questions not received in writing (i.e., email) or during the webinar will not be addressed.

***I understand the process for EMS Flex Grant questions.**

Signed on Jun 27, 2022 4:46:03 PM by CHRISTOPHER PRIBEK

Attestations

Attestations in accordance with applicable provisions of the Federal American Rescue Plan Act of 2021 and the EMS Flex Grant provisions, are required and submitters must certify the following at the time of their request:

Find yourself next to the water.



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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Monday April 18, 2020 5:00 pm

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

<https://meet.goto.com/865353141>

United States (Toll Free): 1 866 899 4679

Access Code: 865-353-141

I. Call to Order

- a. Roll Call
 - Present: Ullman, Amman, Haas, Westlund, Jackson
 - Late: Salmon-Tumas
 - Absent: Lampson
 - Other: Hudson, Simanovsky, Kurilla
- b. Agenda Modification
- c. Approval of Minutes
 - i. Approval of March 28, 2022
 - Approval by Jackson, second by Amman; All in favor

II. Public Comment Period

None

III Information Items

- Parks Projects Updates
 - Oredock Diamond Access
 - Plans and specification for the Oredock Diamond Access have been available on the City website since 4/4/22, bids will be accepting 4/5 -4/22 with a public opening on 4/22 at 2pm at City Hall. A pre-bid meeting was held on April 12 via zoom and four contractors attended the meeting.
 - WisDOT TAP Grant Project
 - Bid opening will be April 28, 2022.
 - Hudson reviewed the PW Parks Project list, she had met with the PW Foreman today to discuss:
 - Eroding waterfront trail – PW is awaiting an estimate for 600 ton of XL rip rap for repair of the shoreline between 22nd Ave W and Sandborn.
 - Prentice Park CG- make new campsite – PW Crew will work to create two overflow campsites at Prentice Park in the RV loop, one is a former tent site, and the other is a site where trees were removed in 2020. Sites hope to be available for \$20/night in July/
 - Kreher CG Road Heavy Patch – Streets Foreman will create a plan to fix the RV campground until a new road can be constructed
 - CRYP Tennis – City accepted a proposal from Tennis Courts Unlimited to have them redo the CRYP Tennis courts and add lines for 4 pickleball courts. Amman asked if the pickleball courts will interfere with Tennis. Simanovsky stated the two courts will fit on one tennis court, so pickleball and tennis can happen at the same time.

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- Maz Park New Fence – Crew will work on install a new fence at Maslowski between the playground and the road.
- Buy Drag Attachmet for Ball fields – City is purchasing a new drag from ABI Attachments so staff and volunteers coaches can drag the fields.
- East End Park Updates: Hudson stated that the Streets Foreman is estimating asphaltting the current tennis court to be used as a multipurpose court ~27,500. He will follow up with Northwoods Paving to see how much repaving one court would be, the second court could happen at a later date.
- Dog Park fence repair needed, hoping for insurance
- Recreation Updates
 - Program Updates
 - Summer camps
 - Summer baseball and softball
 - Skateboarding camp?
 - No-Mow May
 - Amman: how can we help get signs out into yards?
 - Hudson: signs go on sale Thursday at City Hall and Co-op for \$10 donation. Will spread on FB and Twitter.
 - Summer Staffing
- Urban Forestry
 - Tree Removals started the week of April 11, 2022
 - Amman: when do we order new trees this year?
 - Hudson: we will get 25 this year; just sent list of trees we want to Earth Sense
 - Arbor Day celebration on May 21st to plant tree for Deb Lewis in Beaser Park

VI. Business Items:

- **Discussion and Update on the City of Ashland Bike Plan**
 - At the March 2022 meeting, committee members requested that revisit the Bike Plan.
 - Amman: update map to show that Vaughn has become a bike lane
 - Hudson: Maple Lane was resurfaced but couldn't be made bike lane bcs city doesn't own any land beyond roadway
 - Ellis will be redone in 2024 and plans to widen/parking/bikes
 - Ullman: 11th St W?
 - Haas and Hudson: It will be redone after Ellis, in 2025
 - Ullman: 11th St. E?
 - Hudson: different timeline
 - Hudson: let's have a joint Public Works/Parks and Recreation meeting
 - Haas: 11th St E is just a couple of years behind 11th St. W; Council is trying to avoid one-sided sidewalks, so they could be added to 11th
 - Amman: what is happening on Chapple Ave?
 - Hudson: City has grant to redo water, sanitary, and storm on Chapple, from 6th to 11th
 - Westlund: 11th Ave E is a wide road. The east side of the road has no-parking signs. It was redone in 2011 or so, and it might be up again in a few years. People bike on it a lot.

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- Hudson: Yes, we should prioritize that. How can we update this plan?
- Salmon-Tumas: do we need to update it or can we just assign priorities to the projects here?
- Ullman: we have a list of priorities in the action plan, so let's keep working on those
- Haas: this plan and the priorities list is good. If we are just making small updates, let's present it at City Council.
- Hudson: does anyone want to volunteer to update the priorities list in the bike plan.
- Hass and Ullman and Amman: I'd be a part of that work.
- Ullman: what's the plan for Main Street?
- Haas: we need to include pedestrians more in this planning. What if Main St from Ellis to 9th was closed to motorized traffic all summer?
- **Discussion and Recommendation to Declare a Vacant Position on the Parks and Recreation Committee**
 - Attached is the Chapter 47: Parks and Recreation Committee , 47.02 (b) states that "If any committee member has three (3) unexcused absences or resigns, the Committee may declare the position vacant and request the Mayor to fill the vacancy (for the remainder of the term) pursuant to the provisions of this section." Per the discussion at the March meeting, there is a committee member who is unable to attend meetings, to fill this position with a person who can attend the PRC must declare the position vacant.
 - Haas: Motion to declare the seat vacant
 - Amman: Second
 - Motion carries
- **Discussion and Approval to Recommend an Alderperson to Fill the Vacated Parks and Recreation Committee Membership**
 - The APR Director is seeking recommendations of an alderperson to fill a potential vacancy on the PRC.
 - Clarified that Haas will fill vacancy and Alderperson will fill Haas's seat
 - Jackson: Motion to nominate Haas to replace Lampson
 - Ullman: Second
 - Motion carries unanimously (1 abstention)

V. Next Meeting Date

May 16th

VI. Comments and Questions

VII. Adjourn

Jackson: Motion to adjourn
Amman: Second
Motion carries unanimously

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

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programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

SUBJECT: Approve a Resolution to Acknowledge Review of the 2021 Compliance Maintenance Annual Report (CMAR) of the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager
Finance Director

EXHIBITS: 1. Proposed Resolution
2. 2021 CMAR

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

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

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

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

SUMMARY STATEMENT:

Annually, since 1987, Chapter NR 208 of the Wisconsin Administrative Code requires publicly and privately owned domestic wastewater plants to complete a self-evaluation of the operations of their treatment works called the Compliance Maintenance Annual Report (CMAR). The purpose of the program is to prevent water quality degradation and prevent violations of Wisconsin Pollutant Discharge Elimination System (WPDES) permits. The CMAR describes wastewater management activities and performance of the treatment works during the previous calendar year.

The CMAR scores various aspects of the wastewater system in accordance with the requirements of NR 208. The report is scored on what the Wisconsin Department of Natural Resources (WDNR) refers to as a sectional scoring system that provides a grade for each aspect of the operation of the utility including collection, staffing, preventative maintenance, capacity, and plant loadings of the wastewater system. In addition, the report scores the financial position of the system and the certification of the operators.

The point score is then turned into an applicable grade. A response action is tied to the applicable grade of each section. The grades of the individual sections of the Utility’s 2020 CMAR are summarized on page 1 of the report. The following table from NR 208 provides a translation of the scores:

Score	Grade	Grade Points	Grade Meaning	Response Range
91-100	A	4	Good	Voluntary
81-90	B	3	Satisfactory	Voluntary
71-80	C	2	Marginal	Recommendation
61-70	D	1	Poor	Action
<61	F	0	Fail	Action

The cumulative sum of these scores is compared to the WDNR scoring system to show if the Wastewater Utility should be considering and/or planning for treatment upgrades or adjustments in the operation of the Utility.

The score has been modified by the introduction of a Capacity, Management, Operations, and Maintenance (CMOM), which is planning initiative instituted by the WDNR in order to assist municipalities in the identification and incorporation of widely-accepted wastewater industry practices to:

- Better manage, operate, and maintain collection systems
- Investigate capacity constrained areas of the collection system
- Respond to sanitary sewer overflow (SSO) events.

The CMOM approach helps municipal wastewater utility operators provide a high level of service to customers and improve compliance with applicable regulations. CMOM can help utilities optimize use of human and material resources by shifting maintenance activities from “reactive” to “predictive”—often leading to cost savings through avoided overtime, emergency construction costs, increased insurance premiums, and the possibility of lawsuits. CMOM information and documentation can also help improve communications with the public, other municipal works and regional planning organizations, and regulators.

In CMOM planning, the utility selects performance goal targets, and designs CMOM activities to meet the goals. The CMOM planning framework covers operation and maintenance (O&M) planning, capacity assessment and assurance, capital improvement planning, and financial management planning. Information collection and management practices are used to track how well each CMOM activity is meeting the performance goals, and whether overall system efficiency is improving. On an ongoing basis, activities are reviewed and adjusted to better meet the performance goals. As the CMOM program progresses, performance goals can change. For instance, an initial goal may be to develop a geographic information system (GIS) of the system. Once the GIS

is complete, a new goal might be to use the GIS to track emergency calls and use the information to improve maintenance planning.

I & I (Inflow and Infiltration) is still a major problem affecting the overall operation. However, in 2021 the Ashland Wastewater Utility continued the efforts of 2019-2020 to address the problem, beginning with compliance with CMOM goals for the cleaning and televising of sewer mains. 13.6 miles of sewer main was cleaned through contracted services, with City staff cleaning another 2.2 miles of mains. The total of 15.8 miles of main cleaned exceeds the CMOM goal of 12 miles (20% of system total). The 13.6 miles of main cleaned through contracted services were also televised, which exceeds the CMOM goal of 3 miles (5% of system total). A total of 75% of the system has been cleaned and televised over the period of 2019-2022.

In addition to the televising and cleaning, in 2021, approximately 4.4 miles of sanitary sewer was repaired with cured in place pipe lining (CIPP) while another 1/5 of a mile of sanitary sewer was replaced via direct excavation.

The information gathered via televising is also being used to plan, develop and implement capital projects for sewer main improvements. In 2022 approximately 4.6 miles of sanitary sewer mains will be rehabilitated with CIPP while another 1/2 of a mile will be replaced via direct excavation.

Weather, specifically the frequency and intensity of precipitation, remain the single largest driver of SSO events within the sewer collection system. However, Public Works staff is confident that efforts to address deferred maintenance within the system are having a positive impact on this issue. As described in the CMAR, the only SSO event in the system for 2021 was in September, which was attributed to equipment failure at the wastewater treatment plant rather than the impact of I&I. In addition, the Utility has seen a significant decrease in the number of sewer backups in public sewer mains. From 2015-2018, the Utility experienced an average of 33 backups per year. From 2019-2021, the Utility experienced an average of 17 backups per year, which is a 51% reduction.

The City received a poor rating on Financial Management, with this rating being due to the fact that the Utility has not reviewed user charges or updated the equipment replacement fund in the last 3 years. Staff time has been focused on managing the above described improvements to maintenance and the collection system, with less time being spent on certain financial management tasks. Both tasks are planned as priorities in 2022 with work ongoing.

NR 208 requires that the City adopt a resolution that states the Council has reviewed the CMAR and identifies actions that the City will take to address the concerns arising in this year's self-evaluation. The resolution acknowledges that the Council has reviewed the CMAR and that the City continues to investigate I&I issues of the Utility.

It is recommended that the Council approve the accompanying resolution.

RESOLUTION NO. 17689

RESOLUTION TO ACKNOWLEDGE REVIEW OF THE 2021 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR) OF THE ASHLAND WASTEWATER UTILITY PURSUANT TO THE REQUIREMENTS OF NR 208, WISCONSIN ADMINISTRATIVE CODE

WHEREAS, it is a requirement of NR 208, Wisconsin Administrative Code, to file an annual self-evaluation of the operation of the City's Wastewater Utility to the Wisconsin Department of Natural Resources; and,

WHEREAS, this annual self-evaluation is known as a Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is a requirement of NR 208 for the governing body of the City of Ashland to acknowledge it has reviewed the CMAR.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Ashland informs the Wisconsin Department of Natural Resources that it has reviewed the 2021 CMAR;

AND BE IT FURTHER RESOLVED that the following actions will be undertaken by the Common Council for the City of Ashland:

1. Continued review of the Utility's infiltration and inflow issues.
2. Support of necessary capital improvements and contracted collection system maintenance in 2022 and 2023.

PASSED: July 6, 2022

Councilperson

ATTEST: _____

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM

Tyler Wickman, City Attorney

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:

6/24/2022

2021

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	0.6653	x	231	x	8.34	=	1,283
February	0.6431	x	247	x	8.34	=	1,325
March	1.7687	x	132	x	8.34	=	1,954
April	1.9679	x	94	x	8.34	=	1,540
May	1.1457	x	134	x	8.34	=	1,284
June	0.7602	x	183	x	8.34	=	1,159
July	0.6984	x	212	x	8.34	=	1,236
August	0.6623	x	202	x	8.34	=	1,116
September	0.7448	x	152	x	8.34	=	946
October	0.7011	x	181	x	8.34	=	1,057
November	0.7651	x	174	x	8.34	=	1,110
December	0.7259	x	187	x	8.34	=	1,132

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	3.2	x	90	=	2.88
		x	100	=	3.2
Design BOD, lbs/day	3500	x	90	=	3150
		x	100	=	3500

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 2021

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2021-05-19

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

43267

gallons

☐ No

Holding Tanks

☒ Yes

5221109

gallons

☐ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Did not affect plant performance

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
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● Yes

○ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We accept Landfill leachate from Xcel Energy's fly ash and slag landfill and the Ft. James Paper Mill landfill. Our WWTP lab monitors BOD, pH, TSS, Temperature and Conductivity on leachate entering the system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 **2021**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	5	1	0	0
March	30	27	6	1	0	0
April	30	27	7	1	0	0
May	30	27	6	1	0	0
June	30	27	6	1	0	0
July	30	27	6	1	0	0
August	30	27	6	1	0	0
September	30	27	7	1	0	0
October	30	27	5	1	0	0
November	30	27	5	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2021-05-19

- ☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

There were none

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- ☒ Yes

- ☐ No

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 **2021**

If Yes, please explain: There was an Effluent pH reading <6.00 on January 3rd 2021 4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? ☐ Yes ☒ No If Yes, please explain: 4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ☐ Yes ☐ No ☒ N/A Please explain unless not applicable:	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 **2021**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	9	1	0	0
February	30	27	8	1	0	0
March	30	27	7	1	0	0
April	30	27	6	1	0	0
May	30	27	5	1	0	0
June	30	27	8	1	0	0
July	30	27	9	1	0	0
August	30	27	13	1	0	0
September	30	27	13	1	0	0
October	30	27	9	1	0	0
November	30	27	6	1	0	0
December	30	27	5	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 **2021**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.538	1	0
February	1	0.430	1	0
March	1	0.390	1	0
April	1	0.458	1	0
May	1	0.460	1	0
June	1	0.896	1	0
July	1	0.800	1	0
August	1	1.206	1	1
September	1	1.425	1	1
October	1	1.320	1	1
November	1	0.830	1	0
December	1	0.450	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				3
Total Number of Points				30

30

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

We started performing in house total Phosphorus testing for better process control. We also tested sewage from several lift stations and manholes throughout the city in an effort to locate the possible source of high Phosphorus discharge.

Total Points Generated	30
Score (100 - Total Points Generated)	70
Section Grade	D

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 2021

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

139.90 acres

2.1.2 How many acres did you use?

acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☒ Yes

☐ No (10 points)

☐ N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

☐ 1-2 (10 Points)

☐ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

☐ Yes

☐ No (10 points)

☒ N/A - Did not exceed limits or no HQ limit applies (0 points)

☐ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

☒ 0 (0 Points)

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/24/2022 **2021**

○ 1 (10 Points) ○ > 1 (15 Points) 3.1.4 Were biosolids land applied which exceeded the ceiling limit? ○ Yes (20 Points) ● No (0 Points) 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?	0
4. Pathogen Control (per outfall): 4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu. 4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application. 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application? ○ Yes (40 Points) ● No If yes, what action was taken?	0
5. Vector Attraction Reduction (per outfall): 5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu. 5.2 Was the limit exceeded or the process criteria not met at the time of land application? ○ Yes (40 Points) ● No If yes, what action was taken?	0
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ● >= 180 days (0 Points) ○ 150 - 179 days (10 Points) ○ 120 - 149 days (20 Points) ○ 90 - 119 days (30 Points) ○ < 90 days (40 Points) ○ N/A (0 Points) 6.2 If you checked N/A above, explain why.	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: There were none.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points)☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ○ Paper file system ○ Computer system ● Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ○ Very good ● Good ○ Fair ○ Poor Describe your rating:	

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We have had a lot of turnover recently so much time is being spent on training new staff. We have been proactive in addressing issues as they arise, however I would like to see us get better at preventative maintenance in the future. We have made great efforts in trying to lower the amount of I/I to the plant by lining miles of our aging collection system. As new personnel settle into their respective roles, I believe will continue to improve on our Maintenance and efficiency.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Last Updated: Reporting For:
6/24/2022 **2021**

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

TODD B DEETH

Certification No:

34525

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters		X		
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid		X		
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen		X		
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	X

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

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OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information		
Name:	Julie Vaillancourt	
Telephone:	715-682-7190	(XXX) XXX-XXXX
E-Mail Address (optional):	jvaillancourt@coawi.org	
2. Treatment Works Operating Revenues		
2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?		
● Yes (0 points) ☐		
○ No (40 points)		
If No, please explain:		
2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?		
Year:	2017	20
○ 0-2 years ago (0 points) ☐		
● 3 or more years ago (20 points) ☐		
○ N/A (private facility)		
2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?		
● Yes (0 points)		
○ No (40 points)		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds		
3.1 When was the Equipment Replacement Fund last reviewed and/or revised?		
Year:	2018	
○ 1-2 years ago (0 points) ☐		
● 3 or more years ago (20 points) ☐		
○ N/A		
If N/A, please explain:		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR		\$ 1,525,882.67
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		+ \$ 0.22
3.2.3 Adjusted January 1st Beginning Balance		\$ 1,525,882.89
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		+ \$ 181,447.08

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,707,329.97

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 1,707,329.97

20

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. □ □

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	I&I Sanitary Sewer Repairs	1000000	2021
2	Slurry Seal Retention Basin	50000	2022
3	Airline Piping for Aeration Ditch	40000	2022
4	Final Clairifer Improvements	50000	2022
5	Site Drain Lift Station Improvements	122000	2023
6	Main Lift Station Rehab- Phase II	120000	2021
7	Annual Capital Plan for Infrastructure-Sanitary Sewer Replacment	150000	2021
8	I&I Sewer Maintenance and Repairs	500000	2022
9	Waste Water Treatment Plant Site Paving	167000	2022
10	Annual Capital Plan for Infrastructure- Sanitary Sewer Replacement	300000	2021
11	Pre-Treatment and Blower Building/Site Electrical	200000	2021
12	Final Clarifieer Improvements	250000	2022

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

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COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	3,671	614
February	3,527	604
March	4,400	772
April	5,996	786
May	3,739	570
June	3,492	201
July	2,962	69
August	3,030	1
September	2,909	0
October	3,024	5
November	3,169	169
December	3,954	715
Total	43,873	4,506
Average	3,656	410

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

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Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	100,753	20.62	4,886	39.77	2,533	8,405
February	84,590	18.01	4,697	37.10	2,280	11,672
March	82,234	54.83	1,500	60.57	1,358	7,468
April	95,791	59.04	1,622	46.20	2,073	5,598
May	71,189	35.52	2,004	39.80	1,789	4,019
June	75,511	22.81	3,310	34.77	2,172	1,108
July	80,245	21.65	3,706	38.32	2,094	316
August	69,892	20.53	3,404	34.60	2,020	72
September	67,509	22.34	3,022	28.38	2,379	159
October	79,207	21.73	3,645	32.77	2,417	371
November	67,609	22.95	2,946	33.30	2,030	2,660
December	77,854	22.50	3,460	35.09	2,219	6,147
Total	952,384	342.53		460.67		47,995
Average	79,365	28.54	3,184	38.39	2,114	4,000

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☐ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☐ Nitrification

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- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

As part of a larger treatment plant upgrade, we plan to install a new aeration system for our digester, to include new more efficient PD blowers.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☒ No

☐ Yes

If Yes, how is the biogas used (Check all that apply):

- ☐ Flared Off
- ☐ Building Heat
- ☐ Process Heat
- ☐ Generate Electricity
- ☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

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Describe and Comment:	

Total Points Generated	40
Score (100 - Total Points Generated)	60
Section Grade	F

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Jetting, Televising, CIPP lining, Manhole inspections and repair

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sanitary Sewer User Ordinance 711

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2014-01-14

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
 - ☒ New sewer and building sewer design, construction, installation, testing and inspection
 - ☐ Rehabilitated sewer and lift station installation, testing and inspection
 - ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - ☒ Fat, oil and grease control
 - ☒ Enforcement procedures for sewer use non-compliance
 - ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
 - ☒ Up-to-date sewer system map
 - ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☐ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☐ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☒ Emergency operation protocols and implementation procedures

- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☒ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	24.5	% of system/year
Root removal	1	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	2	% of system/year
Lift station O&M	1	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	7	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

26.40	Total actual amount of precipitation last year in inches
30.36	Annual average precipitation (for your location)
60	Miles of sanitary sewer
11	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
34	Number of basement backup occurrences
34	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.02	Sanitary sewer overflows (number/sewer mile/yr)
0.57	Basement backups (number/sewer mile)
0.57	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
0 9/14/2021 6:00:00 AM - 9/14/2021 7:00:00 AM	Ashland Watewater Pre-Treatment Building 1901 Knight Road Ashland, WI 54806	Equipment Failure	4,820

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

As we continue to line or replace aging VCP sewers, the amount of I/I should be significantly less in the future. We are also conducting manhole inspections and flow monitoring.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

We have an aging network of VCP sewer mains that do lead to significant I/I. We also seem to be experiencing large rainfall events more often which can overwhelm our system.

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5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

● Yes

○ No

If Yes, please describe:

I/I has lead to problems at lift stations.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

There has been a reduction in I/I, likely due to our rehabilitation efforts in the collection system over the last couple years.

5.4 What is being done to address infiltration/inflow in your collection system?

We are continuing to clean and televise a large portion of the collection system along with CIPP lining and replacement projects. We are also monitoring flow and assessing the system to plan for future projects.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0030767

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	D	1	3	3
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	F	0	1	0
Collection	A	4	3	12
TOTALS			32	115
GRADE POINT AVERAGE (GPA) = 3.59				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Ashland

Date of Resolution or
Action Taken:

2022-06-22

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = D

We started performing in house Total Phosphorus testing for better process control. We also tested sewage from several lift stations and manholes throughout the city in an effort to locate the possible source of high Phosphorus discharge. Our results for the last several months have been well below the limit.

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = F

We have had a lot of staff turnover within the Utility and the Public Works in the past year and we are still managing to conduct and oversee projects in an effort to reduce I/I. Updating our equipment replacement fund is a priority and currently being worked on.

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

We had an overflow at the treatment plant that was the result of equipment failure with our step screen. We will be installing a new step screen and rebuilding the existing screen for redundancy. We have implemented an effective maintenance program over the past couple of years and plan on continuing to contract this work out for the foreseeable future. We feel that this is financially possible and the best way to insure routine maintenance is completed. We completed successful CIPP projects last year. This summer we plan to continue with CIPP lining. We believe that our recent efforts in fixing and maintaining the sanitary sewers has helped in preventing overflows.

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ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.59
--

SUBJECT: Approve a Grant Agreement between the State of Wisconsin-Department of Administration (WI-DOA) Wisconsin Coastal Management Program and the City of Ashland to Accept a Grant for \$10,520 for the Ashland Rails to Trails System: Waterfront Trail Repair Design, Engineering and Construction Document Creation (*Parks Director*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Administration

EXHIBITS:

1. Grant Agreement between the State of Wisconsin DOA/Wisconsin Coastal Management Program and City of Ashland
2. Approval Correspondence, WI DOA, June 24, 2022

EXPENDITURES REQUIRED: \$10,560 - CIP 2022 Fund 481 ARTS Repair - 22nd Avenue West outfall to Sanborn Avenue

AMOUNT BUDGETED: \$90,000 - CIP 2022 Fund 481 ARTS Repair - 22nd Avenue West outfall to Sanborn Avenue

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

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

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

SUMMARY STATEMENT:

City staff is seeking approval from the Council to accept a grant for \$10,520 from the Wisconsin Coastal Management Program for the Ashland Rails to Trails System (ARTS): Waterfront Trail Repair Design, Engineering and Construction Document Creation.

The proposed project will work with a retained consulting/engineering firm on the creation, design, engineering and bidding documents for the reconstruction of 1200' (Sanborn Avenue to 22nd Avenue West) of the ARTS: Waterfront Trail Section, including updates to the stormwater system with the implementation of green stormwater infrastructure along the Lake Superior shoreline.

The funds for the required match for this grant have been budgeted for in the 2022 CIP Budget, Fund 481
ARTS Repair - 22nd Avenue West Outfall to Sanborn Avenue.

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF ASHLAND**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF ASHLAND** ("Grantee") with a UEI Number of VCYWKD4B17Q9, for the Performance Period of the date this agreement is signed by the State through **June 30, 2023**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

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

WHEREAS, the State has approved an award to the Grantee in the amount of **Ten Thousand Five Hundred Twenty Dollars (\$10,520.00)** and the Grantee agrees to provide **Ten Thousand Five Hundred Twenty Dollars (\$10,520.00)** for eligible activities herein described; and

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

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

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

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF ASHLAND

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATION**

BY: _____
Brant Kucera

BY: _____
Dawn Vick

TITLE: City Administrator

TITLE: Administrator

DATE: _____

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

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

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

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

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

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

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

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

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2022** through **June 30, 2023** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

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

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

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

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

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

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

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

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

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

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

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

ARTICLE 14. PUBLICATIONS

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

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. FORCE MAJEURE

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

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

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

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

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

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA22NOS4190085**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **50%** of the total cost or not to exceed **Ten Thousand Five Hundred Twenty Dollars (\$10,520.00)**. The Grantee shall provide **50%** of the total cost, or **Ten Thousand Five Hundred Twenty Dollars (\$10,520.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

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

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

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

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

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

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

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

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 33. EXAMINATION OF RECORDS

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

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

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

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

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

ARTICLE 36. REASONABLE COSTS

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

ARTICLE 37. AUDITS

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

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

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

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

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

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

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

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

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A

Grant Agreement # AD229118 – 023.33

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): Ashland Rails to Trails System: Waterfront Trail Repair Design, Engineering and Construction Document Creation	
3. Organization applying: City of Ashland	5. Organization nine-digit DUNS Number: 071499719
4. Contact Person and Address (include full, <u>nine-digit</u> zip code): Sara Hudson 601 Main St W Ashland, WI 54806-1537 Phone: 715-685-1644 Email: shudson@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located:
	8. Congressional District #: 7
	9. State Senate District #: 25
	10. State Assembly District #: 74
11. Total Project Cost: \$21,404	
12. WCMP Share: \$10,520	14. WCMP Percent: 50 %
13. Applicant Share: \$10,520	
16. <u>Brief Summary of the Project</u> (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. <u>Consider completing this portion of the application last to summarize your proposal.</u> a. Project Description: The City of Ashland is seeking funding for the creation of design, engineering and bidding documents to reconstruct 1200' of the Ashland Rails to Trails System (ARTS): Waterfront Trail Section, repair the failing stormwater system, and implement green stormwater infrastructure all along the Lake Superior shoreline. b. Project Tasks/Deliverables: 1. Task A: Creation of design, engineer and bidding documents	

Attachment A

Grant Agreement # AD229118 – 023.33

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

Ashland, historically known as the Garland City of the Inland Seas, grew from a small nineteenth century settlement to an industrial center with a shoreline bustling with sawmills, cargo terminals, and ore docks for conversion of the area's rich natural resources to useful products necessary for an expanding nation. While the region's natural environment continues to be a main economic driver of the community, the focus of Ashland's waterfront has shifted from industrial endeavors to one of providing recreational and social enjoyment.

The Ashland Rails to Trails Systems (ARTS) is an 11.5 mile paved, ADA compliant, looped trail constructed on old railroad corridors that travels through and around the City of Ashland. The ARTS is made of four distinct sections: 5th St Corridor, Prentice Park, Waterfront Trail, and 26th Ave Connector. The ARTS has been a multi decade's long project and is still a work in progress.

The Waterfront Trail was constructed along the City's post-industrial shoreline that has been protected by a wide variety of rock sizes, shapes and materials and is not installed to current standards. With the varying water levels being experienced in the Great Lakes, all or most of the smaller rock and other materials is now laying in front of the shoreline in the shallow water, exposing the earthen shoreline slope, making the now hardened shoreline susceptible to wind and water erosion.

In the last eight years, the City of Ashland has experienced two 500 year storms, one 1000 year storm, and Lake Superior record high water levels. On October 24, 2017 a huge storm surge struck Lake Superior and rose the water levels in the Chequamegon Bay 18", covering all four lanes of US Hwy 2 with water and debris, devastated one park and destroyed approximately 1 mile of the Waterfront Trail. From 2018 – 2020 Lake Superior (along with the other Great Lakes) experienced record high water levels, these high water level coupled with intense wind and increased wave actions significantly deteriorated 2 miles of already hardened and failing shoreline. In the fall of 2020, a steep, sloughing bank near the intersection of US Hwy 2 and Sanborn Ave along the Waterfront Trail was discovered. The site had exposed the hard clay pan, contributing excessive sediment to enter the Chequamegon Bay, a known world class fishery for smallmouth bass and walleye. This sloughing bank is causing the trail to fail and creating unsafe conditions for pedestrians.

In the early 2000's US Hwy 2 was reconstructed and stormwater retention basins were installed to collect the stormwater, sediment and other pollutants from US Hwy 2 before they reached the Chequamegon Bay. These retention basins and storm drains (at the project site) are not adequately sized to take on the stormwater created by the increased rain levels experienced by the region. This undersized green infrastructure causes stormwater to flow over the ARTS trail and around the existing culverts undermining the trail and deteriorating the asphalt.

The City of Ashland is seeking funding for the creation of design, engineering and bidding documents to reconstruct 1200' of the Ashland Rails to Trails System (ARTS): Waterfront Trail Section, repair the failing stormwater system, and implement green stormwater infrastructure all along the Lake Superior shoreline.

2. Project Description:

- Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- Describe how this project is part of an integrated effort or approach.

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above.

The proposed project will work with a retained consultant/engineering firm in the creation, design, engineering and bidding documents for the reconstruction of 1200' (Sanborn Ave to 22nd Ave West) of the Ashland Rails to Trails System (ARTS): Waterfront Trail Section including updates to the stormwater system with the implementation of green stormwater infrastructure.

This particular trail section has been heavily impacted by elevated water levels in Lake Superior and intense storms with substantial rain, wind and wave action compromising the pedestrian trail's integrity.

The Ashland Rails to Trails System is bordered by Lake Superior and US Hwy 2, the current stormwater system that is in place near this trail section is undersized for the amount of stormwater that US Hwy 2 receives. Thus causing the stormwater from US Hwy 2 to flow, under and around the existing stormwater culverts. This final design, engineering and construction documents would also include updates to the failing stormwater system, and implement green stormwater infrastructure.

Match for this project will come from in-kind labor, equipment, and funding from the Fund 453: Waterfront Development Fund.

b. Describe how this project is part of an integrated effort or approach. This project is part of an integrated approach to continue to provide public access to 21,350' of Lake Superior shoreline in the City of Ashland as the City of Ashland received funding from the Wisconsin

Attachment A

Grant Agreement # AD229118 – 023.33

Department of Transportation through the Transportation Alternatives Program (WisDOT TAP) to reconstruct two parts of the ARTS: the 5th St Corridor, and another 1200' section of the Waterfront Trail that was destroyed by a 500 year storm in 2017. The TAP project is to be completed in 2022. In 2017, the City of Ashland received a \$25,000 donation for help with the reconstruction of the Waterfront Trail. The ARTS connects nine city parks, four public beaches and pedestrians to downtown Ashland via the Ed Griffith's pedestrian underpass.

In 2019, the City received funding from the Wisconsin Department of Natural Resources Recreational Trails Program to rehabilitate Maslowski Beach, which was severely damaged in the 2017 storm surge. The grant funded a pedestrian trail, once again connecting the east and west beaches, raised the elevation of the park (including the pavilion), and installed a living shoreline (rock edging) to prevent slow wave action and reduce erosion (or deposition). This project was started in 2019 and completed in 2021.

The City of Ashland has also been notified that it was awarded another Wisconsin Department of Natural Resources Recreation Trails Program Grant to reconstruct the Waterfront Trail by the Ashland Oredock and create ADA compliant public access to the Oredock. This notification was made late summer 2021. The grant agreement is still pending.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project

Suggested Indicators

Wetland Protection and Habitat Restoration

- Acres of habitat restored or protected

Nonpoint Source Pollution Control

- Reduction in tons of soil erosion/sedimentation

Great Lakes Education

- Number of people trained
- Projected audience

Coastal Resources and Community Planning

- Number of municipalities included in a plan
- Land area/coastline covered by the plan
- Type of coastal resource (e.g., habitat) protected
- Ordinances developed

Public Access and Historic Preservation

- Linear feet of coastline made accessible or acquired
- Acres Acquired

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

This project will implement green stormwater infrastructure along the Lake Superior coastline, in the attempt to reduce contaminants and sediments from entering the Lake and improving water quality.

b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?

Over the course of 20 years, technology have drastically improved and the updated engineering and construction documents will reflect new technologies that have been found. The trail section was not built to withstand the storm surges that now impact Ashland's waterfront or was the stormwater system build to handle the amount of stormwater it now receives due to climate change impacts. The City of Ashland, as part of its strategic planning process is working to adopt a Climate Change Resiliency and Adaptation Plan which will help fund project like this. This project continues to allow the public to have access to ~23,000' of Lake Superior shoreline in the City of Ashland.

c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.

International:

- From this the **2015-2019 Lake Superior Lakewide Action and Management Plan (LAMP)** was created, responding to Climate Change is an action step in the LAMP and addressed by the project in "support local climate change initiatives to help communities and/or natural resource managers develop {and implement} adaptation plans".

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Multi-State:

- A major priority of the Council of Great Lakes Governors is to “adopt sustainable use practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes.”
- The Council of Great Lakes Governors has established nine priorities to guide the restoration and protection of the Great Lakes. One priority is “use [best] practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes”. This project, creating access to Lake Superior would increase the recreational value for all users.
- American with Disabilities Act states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” This project will continue to create a fully ADA accessible network.

Regional:

- Ashland County Land and Water Resources Management Plan 2010 – 2019, pg. 61, Goal #2: Conserve and enhance the soil and terrestrial resources of Ashland County; Objective A: Encourage good stewardship of public and private forest lands, open spaces, and wetlands.
- The City is a member of the Lake Superior Collaborative, and this project would meet several of the resource management priorities addressed in the Strategic Priorities document such as “slow the flow” by reconstructing bioretention stormwater basins.

State:

- Wisconsin State Comprehensive Outdoor Recreation Plan (pg. 46) states that “the largest need throughout the state is for more trails that enable people to experience natural settings, visit the vibrant downtowns of our cities and villages, commute to work, and access favorite sites.” The project meets a need stated in the SCORP by continuing to provide a pedestrian trail that leads to not only natural setting, but also a vibrant downtown.

Local:

- Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035 states under *Ashland Priorities : Protect and Connect the Lake* “For the lake to shape Ashland in the 21st Century, it must be treated in ways that stimulate demand for the City’s downtown and neighborhoods. This means that high-quality connections and access to the lake are profoundly important...examples of [a] project that would enhance the lakeshore and its connections to the city [are the completion of] the ore dock and park project”
- City of Ashland Bike and Pedestrian Plan has the ARTS: Waterfront Trail is outlines as a safe place to bike in the City.
- City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024. Goal 7: Continue the enhancement of the Ashland Rails to Trails System.
- The logo for the City of Ashland and the Ashland Chamber of Commerce is “Find Yourself Next to the Water”

d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project. Public Access and Historic Preservation.

This project will reconstruct 1200’ of a public ADA accessible pedestrian and bike trail along Ashland’s Lake Superior waterfront, The project will community members and visitors the continued ability to utilize the entire 11.5 miles of the ARTS.

4. Methodology and Timetable

- Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
- Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.
- Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.

TRAIL DESIGN, ENGINEERING AND BIDDING DOCUMENTS

- Design and creation of engineering and bidding documents for the proposed trail and bioretention stormwater improvements – July/August 2022

Outcome #1: City Staff will design and create engineering documents for the proposed trail

Outcome #2: Retention of a Qualified Engineer to Redesign Bioretention Stormwater Basins

Outcome #6: City Staff will perform work on the site preparing for construction (paving)

b. Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.

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-	Creation of design, engineer and bidding documents for project
c.	Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards? The Public has been an active participant in all the development plans associated with public space. The public is largely in favor of upgrades to the Waterfront Trail, so that is able to stay in its current location. In the early spring of 2022, City staff will be hosting a public forum informing the community of upcoming construction projects. If this project is awarded funding, it will be part of this presentation, and the public will have an opportunity to voice their opinion.
e.	For Public Access projects, please describe how the project incorporates planning for changing lake levels. The proposed project will implement new technologies into the engineering and construction documents that have been found to withstand the changing lake levels on Lake Superior.

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(names required, if known)</i> Includes Fringe	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	\$ 10,520	\$10,520	\$21,040
Construction <i>(name of company consultant required, if known)</i>			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals			

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual: <i>Long Island Engineering</i>	\$10,520	\$ 10,520	\$21,040
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$10,520	\$10,520	\$21,040

Table 3: Additional budget items (optional)

Attachment A

Grant Agreement # AD229118 – 023.33

Activity	WCMP Request	Match	Total
Totals	\$	\$	\$

6. Budget Description

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?

Match for this proposal will be coming from City's Waterfront Development Fund, Fund 453.

b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

The City had applied for WDNR RTP Grant to assist with this project, but the Oredock Access project was instead funded.

c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.

This proposal will leverage funds from the City's Waterfront Development Fund for implementation of the project. The City's Waterfront Development Fund was created by ordinance to fund projects specifically located on and along Ashland's Waterfront.

d. Describe any past WCMP-projects that are directly related to this project, if applicable.

WCMP has funded the update of the two of the City of Ashland's Planning Documents: City of Ashland Comprehensive Outdoor Recreation Plan and City of Ashland's Waterfront Redevelopment Plan. Both updates were completed in 2019. WCMP has also paid for the Kreher Park Redevelopment: Pedestrian Access, completed in 2021, which is just down the trail from this proposed project.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles and contributions).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

a. Build partnership alliances with other organizations or agencies

The City of Ashland will be the lead agency in this project. The project will be completed through existing and enhanced alliances with Northland College, the Lake Superior Collaborative, North Coast Cycling Association, the Ashland Chamber of Commerce and other local businesses and organizations who support the overall project.

b. Develop exceptional marketing, outreach, or education strategies

NA

c. Encourage coast-wide projects or solutions

The project can be easily replicated throughout the coastal regions of the Great Lakes. Turning abandoned railroad corridors into ADA compliant pedestrians trails is a way to encourage outdoor recreation.

d. Engage underrepresented communities

The proposed ADA pedestrian trail will allow for all community members to access Lake Superior regardless of age, sex, color, and ability. Community member will once again be able travel easily from the West side of Ashland to the East.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA22NOS4190085.

ATTACHMENT E

**ENVIRONMENTAL DATA SHARING POLICY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS**

Geospatial Data Guidelines**Introduction**

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: “These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy.”

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
 - Overview at the Federal Geographic Data Committee’s home page, <http://fgdc.gov>.
 - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

**SCIENTIFIC INTEGRITY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT PROGRAM GRANTS**

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Dawn Vick, Division Administrator

June 24, 2022

Sara Hudson
City of Ashland
601 Main St. W.
Ashland, WI 54806-1537

Ms. Hudson:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD229118-023.33

Congratulations! Your request for funds has been approved. Enclosed is one copy of the proposed grant agreement between City of Ashland and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, E and F of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt.

You will receive one signed copy of the agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

Lauren Leckwee, Program and Policy Analyst
Wisconsin Coastal Management Program

SUBJECT: Approve to Submit a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection (FFP) Grant Application (*Fire Department*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS: 1. 2022 Forest Fire Protection (FFP) Grant Application

EXPENDITURES REQUIRED: \$ 3399.44 - 50% Match = \$ 1699.72

AMOUNT BUDGETED: \$ 1699.72 FD Capital Equipment Fund

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Ashland Fire Department (AFD) is requesting approval to submit a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection Grant (FFP) application.

AFD maintains strike team capabilities for wildland firefighting with the WDNR. AFD also has a current MOU with the WI DNR for those capabilities; this MOU gives us preference points in the application process.

The grant request is for \$3399.44 for a portable radio, class A firefighting foam concentrate, and safety goggles. If awarded the grant, the FFP grant will pay 50% of those costs. AFD is awarded this grant annually and budgets for this grant through its Capital Equipment Fund. The matching funds will be taken out of AFD's budgeted funds.

The Fire Chief recommends approval of this grant application.

Part 3: County/Area Fire Association Applicants Only – Scoring Criteria and Eligibility Information

Criteria	Response	Available Points	Generated Points
1. Did the applicant fire association receive a DNR Forest Fire Protection (FFP) grant in the last grant cycle?	☐ Yes ☐ No	10	
2. Does the applicant fire association serve areas within a DNR-organized protection area?	☐ Yes ☐ No	10	

The following questions will be scored by DNR:

1. Number of fire departments that are current members of the fire association:			
2. Number of current member fire departments with a Memorandum of Understanding (MOU) that serve DNR-organized protection areas within their service area:			
3. Number of current member fire departments that serve the areas designated by DNR as cooperative (CO-OP) forest fire control areas:			

Part 3 Point Subtotal

Part 3 Point Total

Part 4: Grant Funding Requested by Category – Itemized List

Category	Item Description	Qty	Cost/Item	Total	Category Total
Personal Protective Equipment (PPE)	Safety glasses/Goggles	4	59.16	236.64	
					236.64
Training					
Prevention					
Tools / Equipment	Class A foam&gels (USDA approved ≤50gal)	10	66.28	662.80	
					662.80

Applicant Name: Ashland Fire Department

Forest Fire Protection (FFP) Grant Application

Form 4300-119 (R 06/22)

Page 3 of 4

Part 4: Grant Funding Requested by Category - Itemized List

Category	Item Description	Qty	Cost/Item	Total	Category Total
Communication Equipment	Radio-Portable (limit 2) P25 Compliant \$2500 ea. (\$1	1	2,500.00	2,500.00	
					2,500.00
Dry Hydrant Installation # _____					
Mapping					
Off-Road Vehicles; ATV/RTV/UTV					

FIRE DEPARTMENTS:**Max: \$10,000** (Total Eligible Project Costs ≥ \$20,000)**Min: \$750** (Total Eligible Project Costs ≥ \$1,500)**COUNTY/AREA FIRE ASSOCIATIONS:****Max: \$25,000** (Total Eligible Project Costs ≥ \$50,000)**Min: \$5,000** (Total Eligible Project Costs ≥ \$10,000)

Total Project Cost	3,399.44
Applicant Cost Share	1,699.72
DNR Cost Share	1,699.72

Project Description: Please use this space to more specifically describe the items listed on the previous page, for example, make and model #, or any other details.

The Ashland Fire Department is looking to continue to replace our aging and incompatible portable radios which will improve our communication capabilities and provide improved interoperability with other local, state and federal resources. The portable radio model is the Motorola APX 4000.

This year we are also replacing staff safety goggles with safety glasses. Our current goggles are aging and needing to be replaced. The safety glasses we are moving to are the G9 2nd Gen Series Black Frame Clear Anti-Scratch Lens Body Guard® Safety Glasses, SKU: 1089023.

Part 5: Additional Information to be Included with this grant application**For County/Area Association Applicants Only:**

- A list of member fire departments identifying which departments serve DNR organized forest fire control areas.
- A copy of the association's constitution and bylaws (applies to first-time county/area fire association applicants only).

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

RECOMMENDATION: Discussion and Possible Action

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.