

**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, September 27, 2022 – 6:00 PM**

Please silence all cell phones during the meeting

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. September 13, 2022 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

**B. Presentation and Possible Discussion Regarding the Established Emergency Snow Routes
in the City of Ashland**

6. CONSENT AGENDA

A. Miscellaneous Committee Meeting Minutes

7. OLD BUSINESS

**A. Approve Agreement for Professional Engineering Services between City of Ashland and
Greeley and Hansen, LLC for Preliminary Engineering for the New Lake Superior
Water Intake Project (*Public Works*) Roll**

8. NEW BUSINESS

- A. Presentation by Northland College President Karl Solibakke (*Mayor*)**
- B. Presentation from Millie Rounsville, Executive Director of Northwest Wisconsin Community Services Agency to Update Council on the Homeless Shelter Located at 2300 Lake Shore Drive East, Ashland (*Clerk*)**
- C. Approve Final Payment to Michels Corporation for the 2021 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll**
- D. Approve a Combined Authorizing Resolution for the Department of Natural Resources Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs (*Parks & Recreation*) Roll**
- E. Approve a Resolution to Issue a Conditional Use Permit (CUP) to Operate Two Short-Term Vacation Rentals at 309 Main Street East, Parcel No. 201-01340-0000, Zoned City Center. Applicant: Anna Morley and Scott Johnson (*Planning & Development*) Roll**

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, September 13, 2022 – 6:00 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, September 13, 2022 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 5:30 p.m.

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

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

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

ABSENT: None

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Airport Manager Bill Moore, Main Street Manager Jaclynn Findlay; Treasurer Jacey Dean, and other concerned citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. August 30, 2022 City Council Meeting Minutes

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

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

Northland College is hosting their 130th Anniversary celebration on September 23, 2022, and the Main Street Board is sponsoring a beer garden at Pearson Plaza in coordination with this celebration. The Ore Dock Trust and Housing Committee will each be having a meeting on Wednesday, September 14, 2022. The Ashland Area Development Corporation received a large grant to extend diversity programs to community entrepreneurs. MacKenzie thanked those who attended the Council retreat last week, and reminded Council of the upcoming Budget Work Session on Thursday, September 22, 2022.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

Lindell moved, seconded by Graf to approve. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. Approve a Resolution in Recognition of Curt Witynski and Gail Sumi, both Retiring from the Wisconsin League of Municipalities (Clerk) Roll

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

B. Approve the Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street (Planning) Roll

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

C. Approve the Customer Purchase Order for John Deere Construction and Forestry Products, USA for a John Deere 644P Wheel Loader from McCoy Construction & Forestry for the Public Works Department (Public Works) Roll

Seefeldt moved, seconded by Tochtermann to approve the purchase in the amount of \$314,875.00. The motion passed unanimously by roll call vote.

D. Approve Final Payment to Classic Protective Coatings for the 2021 Water Storage Mixer Install Project (Public Works) Roll

Seefeldt moved, seconded by Graf to approve the final payment for the amount of \$1,333.75. The motion passed unanimously by roll call vote.

E. Approve a Commercial Optional Electric Vehicle (EV) Charger Service Customer Service Agreement between the City of Ashland and Xcel Energy (Administration) Roll

Lindell moved, seconded by Graf to approve the agreement with Xcel Energy. The motion passed unanimously by roll call vote.

F. Approve Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson Inc. for the Ore Dock Uplands Master Development Project Plan (Administration) Roll

Lindell moved, seconded by Seefeldt to approve the agreement in the amount of \$15,000.00. The motion passed unanimously by roll call vote.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **September 13, 2022** immediately following the City Council meeting which begins at **6:00 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

The Tuesday, September 13, 2022 City of Ashland Committee of the Whole Meeting was called to order by Council President Eric Lindell at 6:45 PM.

1. Roll Call

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

ABSENT: None.

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Olphant, Airport Manager Bill Moore, Public Works Director John Butler, and other citizens.

2. Approval of Agenda

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

3. Council President's Report

Lindell thanked those who attended the Council Retreat and offered a reminder of the first Budget Work Session on Thursday, September 22, 2022 at 6:00 PM. The Brick will be hosting a film, "*What We're Hungry For*" on September 15, 2022 at the Alovord Theater, the Chequamegon Theatre Association will be celebrating their 50th Anniversary on September 23, 2022, and Ignite Fitness is hosting an open house at their new location on September 25, 2022. Lindell also met with Mary McPhetridge of the Ashland Area Chamber of Commerce regarding working together on the waterfront and downtown developments.

4. Administrator's Report

Kucera noted that he will be away from the office from September 14 through September 19, 2022. He noted the 2023 Budget Work Session kick off meeting will be on September 22, 2022. The City will be holding in-person interviews for a planning director in the next couple of weeks and hope to extend an offer of employment shortly after. The purchase of the Baron Radiator property will be completed this week, and the Timeless Timber property sale has been closed. Kucera has been attending WHEDA meetings weekly and is part of the workforce housing subcommittee.

5. Committee Updates

ASHLAND ORE DOCK CHARITABLE TRUST: Tochterman - no report
 DISABLED PARKING: Graf - no report
 HARBOR COMMISSION: Pufall - removing crafts from the water; discussion about fuel tank replacement and boat ramp renovation
 HISTORIC PRESERVATION: Lindell - considering Fifield Row nominations
 HOUSING AUTHORITY: Seefeldt - no report
 LIBRARY BOARD: Jackson - met with consultants re: feasibility study for renovation; trialed new "Owl" meeting equipment; Banned Book Awareness Week; hosting movie night on 9/16
 PARKS & RECREATION: Seefeldt - group discussion re: community garden and East End Community Park fund raising; created a bike path plan subcommittee
 PLAN COMMISSION: Tochterman - reviewed and approved site plans for Midland Services and Little Cesaers
 PUBLIC WORKS: Lindell - discussing Stuntz Avenue connection; thank you for taking the facilities tour
 SUSTAINABILITY: Graf - discussing the "Dark City" and "Monarch City" designations
 ZONING BOARD OF APPEALS: Ortman - no report

6. Discussion Items

A. **Presentation from Ashland JFK Memorial Airport Manager, Bill Moore**

Bill Moore, Manager of the JFK Memorial Airport, offered a presentation and answered questions from Council regarding the operations at the airport.

B. **Discussion and Possible Action Regarding the Housing Committee Make-Up and Role in the City of Ashland** *(Council President)*

Ortman opened the discussion as the Council representative for the Housing Committee. No action was taken at this time.

C. **Further Discussion with Possible Action Regarding to Address Potential Sourcewater Options for the City's Public Drinking Water** *(Councilor Ortman)*

Public Works Director John Butler answered questions for Council regarding the potential use of groundwater versus surfacewater for the City's drinking water source. Lindell moved, seconded by Keefeldt to forward the agreement for professional engineering services with Greeley & Hansen LLC for preliminary engineering for the new Lake Superior Water intake Project to the next Council meeting for formal approval. The motion carried unanimously by roll call vote.

D. **Items for Future Discussion**

Tochterman: asked to address snow removal routes at the next Committee of the Whole meeting.

7. Adjournment

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: Presentation and Possible Discussion Regarding the Established Emergency Snow Routes in the City of Ashland

RECOMMENDATION: Presentation and Possible Discussion

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

1.	Snow Plowing Emergency Route Priorities
2.	City of Ashland, Wisconsin Snow Removal Policy, November 17, 2009

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

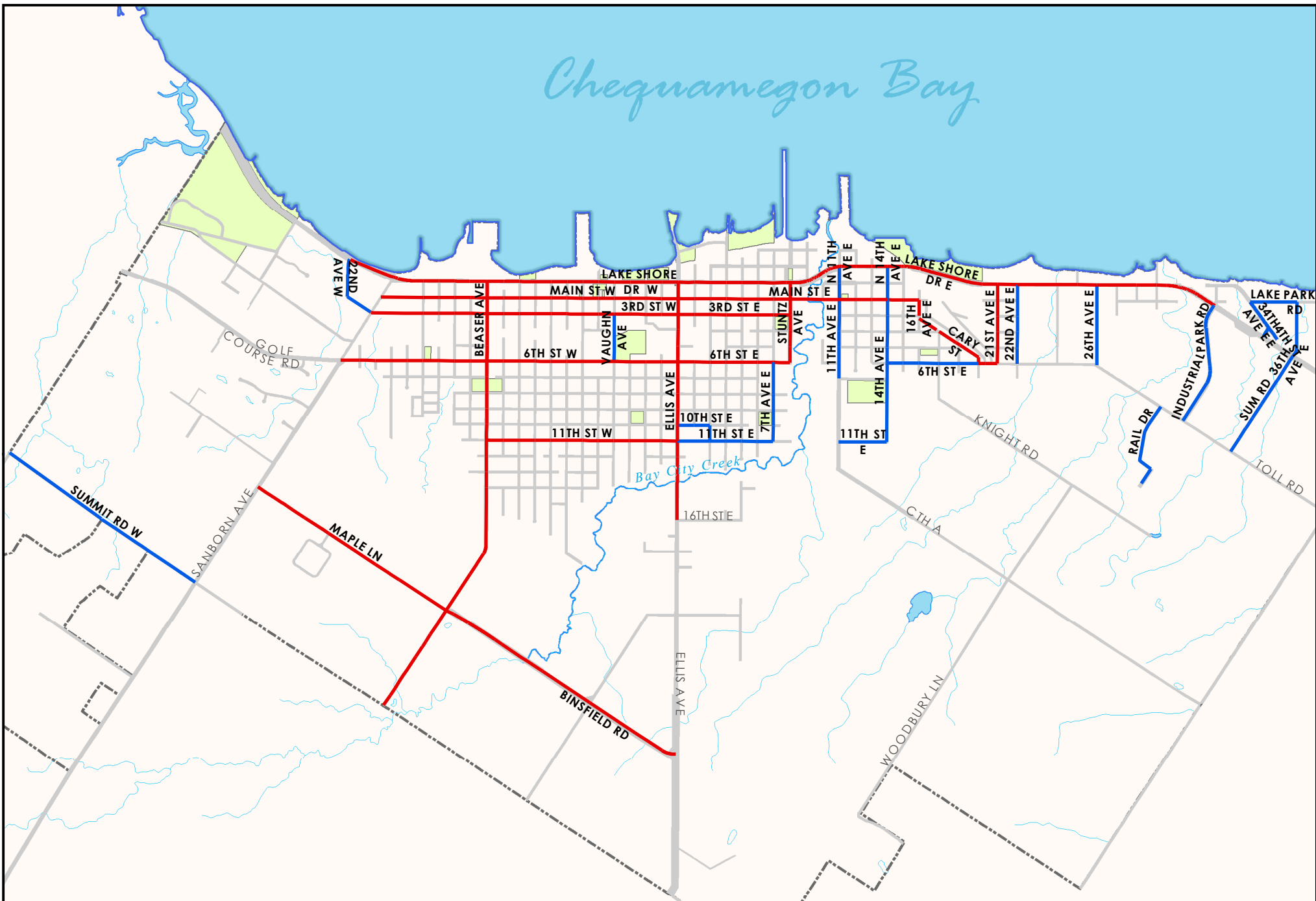
**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Mayor MacKenzie asked to hold a short discussion regarding the current snow plowing route established by the Public Works Department, as a starting point for possible future discussion. Councilors have inquired about snow removal, the emergency routes, and the potential of snow removal on the sidewalks, and this presentation may be a good initial conversation on the topic.



Index Map



Legend

Emergency Plow Routes

- Priority 1
- Priority 2

- City Boundary
- City Parks
- Open Water



0 0.5
Miles
1 inch equals 2,883 feet



Emergency Snow Plowing in the City of Ashland

City of Ashland Dept. of Public Works
**Geographic Information
Systems Division**
Created: January 20, 2008
Map for informational purposes only.





City of Ashland, Wisconsin Snow Removal Policy

Objective:

The intent of this policy is to outline the City of Ashland's normal operating procedures for snow plowing, snow hauling, and salt/sand application. These duties are to be performed in a responsible and timely manner with all due consideration to the safety of the public.

Normal winter maintenance shall be performed on the streets and sidewalks in a manner which is consistent with this policy taking into consideration such things as amounts of snow fall, temperature (air and pavement), time of day and month snow occurs, length of snow storm, predicted forecast of future storms, equipment availability, and the general unpredictability of "Mother Nature".

Storm Classifications

The City of Ashland uses four storm categories, defined as follows:

Category I (GREEN)

0"- 2" of snow resulting in icy conditions throughout the City.

Procedure:

All main arterials, selected collector streets, school areas, hazardous stops, hills, downtown business district and all emergency facilities are treated with sanding and de-icing materials.

Downtown sidewalks are plowed or brushed in needed areas. It is the property owner's, including downtown businesses, responsibility to sand or salt sidewalks as needed for safe pedestrian travel. Following this category storm, city crews will respond to complaints of unsafe sidewalks. Property owners shall be required to remove snow from sidewalks when two (2) or more inches have accumulated. (It is the policy of the Public Works Department that property owners are responsible for keeping abutting sidewalks clear of snow and ice to provide safe travel for pedestrians. Failure to do so may result in a violation of Ordinance 530.090.)

Category II (BLACK)

2" – 6" of snow resulting in sleet and slushy conditions. Streets and alleys are plowed throughout the City.

Procedure:

Selected Main Street and Downtown Business District sidewalks and streets are plowed and snow pushed into the middle of the streets for snow removal. City parking lots and other city owned properties are plowed.

Snow windrows are removed from downtown, followed by snow removal from city owned parking facilities.

All main arterials, selected collector streets, schools areas, hazardous stops, hills, downtown business district, and all emergency facilities are treated with sand and de-icing materials if necessary.

48 hours following this category storm, city crews will respond to complaints of sidewalk snow removal. Any property not in compliance with Ordinance 530 section 530.090 **WINTER SIDEWALK MAINTENANCE** will receive notification informing them that they

have 24 hours to remove the snow or the city will contract to have it removed. The property owner will then be billed the contract cost, the appropriate forfeiture and administrative costs.

Category III (ORANGE)

6" – 12" causing hazardous conditions.

Procedure:

All main arterials and emergency routes are plowed and treated with sand and de-icing materials, if conditions warrant, until the storm subsides. Streets in the Downtown Business District will be windrowed to allow traffic movement and prevent compacting snow on streets. Preliminary plowing or brushing of sidewalks may occur to allow pedestrian movement at the discretion of the Public Works Operations Manager.

Follow up after storm subsides will follow Category II procedures.

48 hours after snow has subsided city crews will respond to complaints of sidewalk snow removal. Any property not in compliance with Ordinance 530 section 530.090 **WINTER SIDEWALK MAINTENANCE** will receive notification informing them that they have 24 hours to remove the snow or the city will contract to have it removed. The property owner will then be billed the contract cost, the appropriate forfeiture and administrative costs.

Category IV (RED)

Major snowstorm amounting to 12" or more with blowing conditions. Business and schools are shut down due to poor conditions. Driving is not recommended throughout the City.

Procedure:

Concentration is given to emergency route locations only to provide movement to and from essential services. When conditions allow, plowing will begin in priority 1 and 2 locations. Dispensing of de-icing or sand will only be done in highly critical areas.

48 hours after snow has subsided city crews will respond to complaints of sidewalk snow removal. Any property not in compliance with Ordinance 530 section 530.090 **WINTER SIDEWALK MAINTENANCE** will receive notification informing them that they have 24 hours to remove the snow or the city will contract to have it removed. The property owner will then be billed the contract cost, the appropriate forfeiture and administrative costs.

Street Classifications

Priority 1 (Emergency) Routes

All routes considered to be the minimum network which must be kept open to provide a transportation system connecting hospitals, police and emergency responders in critical locations.

US HWY 2 from 22nd Ave. West to 29th Ave. East
(15th Ave. East to 29th Ave. East is under winter maintenance agreement);
21st Ave. East from US HWY 2 to 6th St.;
6th St from 21st Ave. East to 19th Ave. East;
19th Ave. East from 6th St. to Cary St;
Cary St. from 6th St. East to 16th Ave. East;
16th Ave. East from Cary St. to Main St.;
Main St. from 16th Ave. East to Stuntz Ave.;
Stuntz Ave. from US 2 to 6th St.;
3rd St. from Stuntz Ave. to Sanborn Ave.;
6th St from Stuntz Ave. to Sanborn Ave.;
Ellis Ave. from US HWY 2 to 16th St.;
Beaser Ave. from US HWY 2 to City Limits;
11th St. from Ellis Ave. to Beaser Ave.;
Binsfield and Maple Lane from US HWY 13 to Sanborn Ave.

Level of Service

Routes will be treated with material to accomplish safe passage as soon as practical after the completion of the storm event.

Priority 2 Routes

All remaining arterials, collectors, bus routes and school locations. Inclusion of these streets will allow continuous traffic flow through most City streets

Industrial Park Rd. from US 2 to Toll Rd
Sum Rd. from US 2 to Toll Rd.
Rail Dr. South of Toll Road
26th Ave. East from US 2 to Toll Rd.
22nd Ave. East from US 2 to 6th St.
6th St. East from Cary St. to 14th Ave. East
14th Ave. East from US 2 to 11th St. East
11th St. East from 14th Ave. to 11th Ave. East
11th Ave. East from US 2 to Pufall Drive
7th Ave. East from 6th St. to 11th St.

11th St. East from 7th Ave. to Ellis Ave.
2nd Ave. East to 10th St.
10th St. East from 2nd Ave. to Ellis Ave.
Main St. from Stuntz Ave. to Sanborn Ave.
Vaughn Ave. from 3rd St to 6th St.
3rd St. West from Sanborn to 22nd Ave.
22nd Ave. West from 3rd St. to US 2
West Summit

Level of Service

Routes will be treated to provide safe passage as soon as practical.

Priority 3 Routes

Remaining Residential Streets and alleys.

This includes alleys, streets, parking facilities, and sidewalks in the downtown business location.

Level of Service

Routes will be treated with salt/sand mixture at intersections as soon as practical.

Priority 4 Routes

Remaining rural locations around the City

Level of Service

Routes will be treated with salt/sand mixture at intersections as soon as practical.

Except for unusual conditions, every effort will be made to keep all priority 1, 2, and 3 streets open. When this is not possible, the priority 3 streets will be dropped first, and if necessary, the priority 2 streets will be dropped. The priority 1 streets will be kept open at all times unless directed by the Director of Public Works or his designee due to safety considerations of snow removal personnel.

If some lower priority streets are not able to be kept open equipment will be provided and assigned to respond to emergency situations.

Determination of Need for Snow & Ice Control Procedures

The Department of Public Works' Director, Operations Manager, working Foreman and on call personnel shall generally keep themselves apprised of changing weather conditions. The Department also relies heavily on the Police Department to alert them to road conditions any time of day. Public Works also monitors weather situations through on-line weather services (www.weather.com, NOAA site www.weather.forecast.gov) and local television reports.

The implementation of the policy shall be dictated by actual road conditions. Two inches or more accumulation will generally prompt plowing procedures to start. However, if the onset of the storm is accompanied by freezing rain or icing conditions, deicing procedures may already have been instituted.

The responsibility for ordering out personnel and equipment for winter operations shall primarily be with the Public Works Operations Manager. During off duty hours 3:30 p.m. to 7 a.m. and on weekends and holidays the Police Department shall keep watch and notify the Public Works Operations Manager when winter maintenance operations are required.

Snow Plowing

Snow Plowing is the moving of snow to the curbside. As the season progresses and conditions warrant it may become necessary to begin "benching" procedures throughout the community to make room for more snow accumulation. Generally this is first done in Priority 1 locations proceeding through all areas by priority designation. Initial benching procedures will attempt to not "fill" adjacent sidewalks and driveways by lifting plows and wings. If necessary, the Department will strategically move through locations with necessary equipment to open sidewalk and driveway approaches, again taking care to not impede pedestrian travel.

Snow Removal

Snow Removal from the street occurs in the Downtown Business District. This operation requires the use of graders and loaders to move the snow to the center of the street and having to plow in the opposite direction of the travel way. Tandem trucks and the snow blower are then dispatched until the windrow is removed. This procedure generally occurs after completion of the storm event but if large snow accumulations are expected, an initial removal of the area may occur. Removal of snow from an area is a slow and costly operation; in years with heavy snow accumulation, it may be necessary to remove snow from selected areas. This will occur when visibility or safety issues arise.

"Normal" Snow Plowing and Removal Procedures

The normal snow plowing procedures following a typical snow event (4" or more ending at approximately midnight)

Entire Public Works Street and Park crews dispatched at midnight. The crew consists of:

- 2 Park Department employees
- 12 Street Department employees

The following pieces of equipment are utilized:

- 2- 5 yd plow/sanding patrol trucks (#31, #32) with head plows and wings
- 2- graders w/wings (#40, #41)
- 3- front end loaders w/head plows and wings (#51, #52, #53)
- front end loader w/ head plow (also carries snow blower #50)
- 1 ton truck w/ Boss V-plow (#27)
- PSI small alley grader w/ Boss V-plow (#42)
- ¾ ton pickup w/ Boss V-plow (sidewalks #18)
- Skid-steer w/ Boss V-plow (#65)
- 2755 Tractor w/ Boss V-plow (#60)
- Bob Cat Tool Cat w/ V-plow, blower, broom (#66)
- 5- 10 yd tandem trucks (for snow pick up (#35, #36, #37, #38, #39)

Midnight

- 4 employees with Skid Steer, Tool Cat, and ¾ ton truck begin clearing sidewalks in downtown area. (Some assistance from Street front end loaders as they proceed into parking lots)
- Downtown area: Main Street – Stuntz Ave. to Beaser and Avenues from 3rd Ave. East to 9th Ave. West from Lakeshore Drive to 3rd St.
- Total 41 blocks
- 2- 5 yd Patrol trucks begin clearing and salting emergency routes
- 4- front end loaders begin parking lots and alleys in downtown area
- 2- graders begin residential areas Stuntz to Beaser Avenue
- 2- alley plows deployed to east and west alleys

3am-4am

- Graders called into downtown area to windrow snow to center
- loader deployed to residential areas west of Beaser
- loader deployed to garage to attach snow blower
- loaders assist graders with plowing and opening intersections at avenues downtown and then deploy to east and far south residential

4am-5am

- Begin downtown snow pick up. Park employees and alley plows operate 10 yd trucks when completed with initial tasks. (Senior Water/Wastewater employees called to drive trucks if snow fall has been heavy and plowing operations need to continue)
- Complete pick up of avenues first (they are the first ones ready and removal of windrow from avenues allow for less cross traffic congestion once traffic increases)
- After avenues completed begin pick up of Main Street from 9th Avenue West to 2nd Avenue East to finish "core" area. Then proceed to Beaser and travel east. (This is sometimes adjusted to beginning at Beaser Avenue and continue to Stuntz Ave. if windrow is not very large and crew should be through the main area before 8 am)
- Patrol truck completes plowing operations in east end rurals then begins salting/sanding in completed downtown areas.
- Patrol truck deploys to west end rurals and residential areas west of Sanborn
- Graders return to previous residential areas and complete plowing.

9:00am-12:00 Noon

- Most plowing and pick up operations complete. Patrol trucks deployed into residential areas for salting/sanding of intersections
- Crews return for equipment maintenance and repairs. Units washed and cleaned as time permits
- Begin clean up of parking lot snow in available areas or complete next day as parking allows.
- When time permits, respond to citizen complaints.

Sidewalk Snow Removal per Ordinance 530

Sidewalks within the Downtown Business Snow Removal area and sidewalks adjacent to City owned properties will be kept clear in accordance with the Sidewalk Maintenance Policy Ordinance 530. Property owners within the Business District area will be responsible for removal of snow accumulations of less than two (2) inches, final clean up, and surface treatment after Public Works has done initial removal.

The City Department of Public Works shall plow the sidewalks and remove the snow from the following avenues:

Ellis Avenue between Lake Shore Drive and Third Street (sidewalks only)
Second Avenue East between Lake Shore Drive and Third Street
Second Avenue West between Lake Shore Drive and Third Street
Third Avenue West between Lake Shore Drive and Third Street
Third Avenue East between Lake Shore Drive and Third Street
Fourth Avenue West between Lake Shore Drive and Third Street
Vaughn Avenue between Lake Shore Drive and Third Street
Sixth Avenue West between Lake Shore Drive and Third Street
Sixth Avenue West between Third Street and Goeltz Drive on the East side
Chapple Avenue between Lake Shore Drive and Fifth Street
MacArthur Avenue between Lake Shore Drive and Third Street
Ninth Avenue West between Lake Shore Drive and Third Street

A.R.T.S Trail (5th St. Corridor & Lake Front Trail)

The 5th St. corridor section of the pedestrian trail system is a shared pedestrian/snowmobile route through the City. DPW will not plow this area and the local snowmobile club will be allowed to groom and maintain the trail through the winter months. Snow from private properties along the corridor is not to be placed on the trail.

The Lake Front portion of the trail system will not be plowed or maintained through the winter season

Operational Notes

Emergency Declaration per Ordinance 504.52

The Mayor or his designee may declare an emergency when weather conditions warrant. The Mayor, Director of Public Works, and City Police Chief shall confer and take into account current and predicted conditions to determine the need to declare a "Snow Emergency".

Surface Treatment (Salt, Salt/Sand, Liquid Chemical) Per Ordinance 536

The City of Ashland primarily uses Sodium Chloride and/or a 5% salt / 95% sand mixture for most deicing procedures. The use of liquid Magnesium Chloride as a pre-wetting agent will be utilized at the discretion of the Public Works Operations Manager. Pavement temperature and conditions will be utilized to determine the most effective method for accomplishing safe travel on the roadways.

Extended Operations

The regular working hours for the Department of Public Works is described in the Union Local 216-A contract as 7 a.m. to 3:30 p.m. Monday through Friday. Any overtime work will be scheduled in accordance with this agreement. Personnel are expected to return to work from scheduled vacation when snow removal operations are in effect and personnel are needed. All efforts will be made to allow members to return to vacation status as soon as possible.

City Snow Storage

The City of Ashland snow storage location is currently behind the Ellis Fire Hall located at 3rd St East and Stuntz Ave. No persons other than the Department of Public Works shall utilize the location for any purpose without prior approval by the Director of Public Works.

Parking Enforcement per Ordinance 504.44

The City of Ashland has a Winter Parking regulation in effect from November 1 to April 1 which states no parking on any city streets between the hours of 12:00 midnight and 6:00 a.m. Odd-even parking will be in effect on residential streets and avenues unless otherwise signed.

A parking prohibition (Ord. 504.51(1)) shall automatically go into effect on any part of any street or avenue on which there has been an accumulation of snow and ice of four inches or more. While the prohibition is in effect, no person shall park, or allow to remain parked, any vehicle on any street or avenue in the City.

Per Ord. 504.55 any vehicle parked on any City street or avenue in violation of any of the provisions of article 504 may be towed away or removed upon the direction of the City Police Department. The Public Works Department and the Ashland Police Department will work in partnership to regulate parking in a fair and equitable manner that allows for safe efficient snow removal.

Private Plowing Per Ordinance 534.10

No person in the City of Ashland shall place, push or move snow from private property onto a City street or place snow in such an area that would obstruct the view of vehicular traffic at an intersection. Violation of this ordinance is punishable by forfeiture of not less then \$100 nor more then \$500.

Mailbox Damage

If mail boxes are properly installed they will not be in conflict with normal plowing operations. Normally the weight of the snow coming off of the plow causes damage to the box or structure. The City will not be responsible for repair of damaged mailboxes.

Citizen Complaints

Complaints regarding snow or ice removal operations should be directed to the Public Works Department during normal working hours 7:00 a.m. to 3:30 p.m. Monday through Friday. The Operations Manager or Director of Public Works Director will review the location and nature of the complaint and make an appropriate response.

Sidewalk snow removal enforcement will be complaint driven.

Jurisdictional Agreements

The City of Ashland has cross jurisdiction agreements with Ashland County and the Town of Sanborn addressing locations bordering the City Limits. The exchange agreements include the following:

City DPW will plow and apply material as needed in the County jurisdiction located on Lake Shore Drive East from 15th Ave. to 29th Ave. The County to be billed time and materials for said maintenance.

The City DPW will extend plowing and maintenance on Ellis Ave. from 13th St. to 16th St. and in exchange, the County will plow and maintain Sanborn Ave. from 6th St. to Lake Shore Drive.

The City DPW will plow and maintain the South ½ mile of MacDonald Road to County 'A' and in exchange, the Town of Sanborn will plow and maintain Lake Park Road from 36th Ave. East to the East end of the City Limits.

US Highway 2 Bayfront Closure

Ashland and Bayfield County Highway Departments are the responsible agencies involved in the physical closure of US Highway 2 from Sanborn Avenue to the STH 13-USH 2 junction when conditions warrant. The City of Ashland Police Department shall make the determination after consultation with the two County Departments as to the timing of the event. Procedures are in place for the proper enforcement and notification.

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

Parks and Recreation Committee Memo
Mon, Aug 15, 2022 5:00 PM - 6:30 PM (CDT)

Information Items/Updates

- Parks
 - Light towers on the Oredock are expected to be working by the end of August
 - Western half of the 5th St Corridor trail has been repaved. The City will perform some quality control and inspection to ensure the rough spots are smooth before the project is closed out. The contractor has removed pavement from Ellis Ave to 24th Ave and will be working next week to complete some landscape restoration on the paved section (Sanborn to close to Ellis). Ellis Ave to 24th Ave will remain gravel through the week of August 15th, with paving scheduled for the week of August 22nd. Pedestrians should expect trail closures east of Ellis Ave the week of August 22nd. A small section of the trail, just west of Ellis Ave, has been left gravel due to some questions about a pedestrian access ramp, which have been resolved. This section will be paved the week of August 22nd. After paving, the contractor will be removing and replacing concrete pedestrian access ramps throughout most of the trail. Several of the ramps will be removed at the same time as the contractor looks to coordinate enough quantity of concrete pouring to be efficient. These pedestrian access ramps will be replaced to meet American's with Disabilities Act (ADA) criteria. Pedestrians should expect trail closes at the locations of street/avenue crossings as these ramps are replaced.
 - Campgrounds have been VERY busy. The July and August camp hosts at each park have been amazing, assisting campers and solving issues. The office is still spending about 50% of their day answering camping calls and doing campground related work.
 - Beach closures are down this year (YEAH!), the experts at the NC Burke Center think this is due to low rainfall and cooler water temps. The geese are here, so advisories have been increasing.
 - Kreher and Prentice Playgrounds is expected to be install this fall
 - East End Community Park old tennis court has been prepped for asphaltting. Community members have raised almost \$39,000 for this project. The City Council approved using \$10,000 of ARPA funding for this project.
- Recreation
 - The last week of Summer Day Camp is this week. 50 campers participated throughout the summer with 7 weeks of programming.
 - 57 kids ages 4-7 participated in Tball and Basics of Baseball this summer
 - 7 kids participated in the Skateboarding class
 - 28 kids participated in Tennis
 - 32 kids in martial arts
 - 319 participants in Gymnastics June – July. August Session starts this week.

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

- Staff has started planning fall programs: Into to Cheerleading, Adult Sk8boarding Class, Tennis, Gymnastics, Flag Football, and After School Club
- APR has participated in the Kids Day at the Ashland Farmers Market and National Night Out. APR will also be participating in SPARK Fest on August 20
- The BCC has continued to be busy with Birthday parties and using the bounce house
- Urban Forestry
 - Sara is hoping to finalize the fall tree order this week. We are hoping to purchase 45 trees. The City is expecting to plant this fall.
 - Tree inventory should be completed by Sept.

IV. Business Items:

- Election of Officers per Chapter 47: Parks and Recreation Committee

The Codification of Ordinances Chapter 47 is the documents that created the Parks and Recreation Committee and how it is organized. Per Chapter 47, a Chair and Vice Chair are elected each year. The PRC has also elected a Secretary to help with taking minutes at each meeting.

- Discussion and potential action on a resolution recognizing the Ashland Community Agriculture at the Beaser Community Garden as an official City Committee/entity

The staff has drafted a resolution finally formalizing the Beaser Community Garden in Beaser Park as a community garden and recognizing the volunteers who manage the garden as recognized City Committee/Entity. The attached resolution is a draft, the City Attorney has yet to review.

- Discussion and potential action on the East End Community Park Rehabilitation Project

Nancy Sztynдор will recap the Whiffle ball Fundraising Tournament held over Bay Days/All Class Reunion Weekend. She will discuss potential additional improvements to the park.

- Discussion on updating the City of Ashland Bike Plan

The City of Ashland Bike Plan was adopted in 2018 by the Common Council. Typically plans should be updated every 5 years, 2023 would be this date. The current plan, though very good, did not take into consideration the current and projected road construction project list. APR and PW are looking for 1-2 Volunteers from the PRC to work with Phil Sorenson, from the PW committee, to create a updated draft City of Ashland Bike Plan that includes improving not only bike but pedestrian access when deemed fit.

V. Next Meeting Date

Monday September 19, 2022

VI. Comments and Questions

VII. Adjourn

Find yourself next to the water.



City of Ashland, Wisconsin ~ Parks and Recreation Department

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

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

SUBJECT: Approve Agreement for Professional Engineering Services between City of Ashland and Greeley and Hansen, LLC for Preliminary Engineering for the New Lake Superior Water Intake Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager
Committee of the Whole *approved unanimously 9/13/2022*

EXHIBITS:

1.	Agreement for Professional Engineering Services between City of Ashland and Greeley and Hansen LLC
2.	DRAFT New Lake Superior Water Intake Phase 1 Estimated Fee Schedule

EXPENDITURES REQUIRED: \$163,473.00 - Army Corps of Engineers (75%)
\$ 54,491.00 - Fund 680 Water Utility (25%)
\$217,964.00 Total

AMOUNT BUDGETED: \$1,900,000.00 - Army Corps of Engineers

APPROPRIATION REQUIRED: \$ 54,491.00 - Fund 680 Water Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on September 14th, 2022, that Greeley & Hanesn, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

The New Lake Superior Intake Project consists of the construction of a new replacement drinking water intake in Chequamegon Bay to serve the City's public water system as the primary source of water supply. The City's existing drinking water intake was constructed in 1891 and incurred significant damage in the 1920s. The intake has been repaired and remained in service since then with minimal disruptions in water supply but is exceeding its anticipated useful life. An asset with as much criticality as a drinking water intake should be

replaced prior to exceeding its anticipated useful life due to the risk of asset failure and associated consequences of asset failure. In addition, staff has experienced some instances of ice formation at the end of the existing intake, which lacks the controls necessary to address this type of problem. The location of the intake structure, following repair of the damage in the 1920s, is less than optimal and staff believe that water quality could be improved in an alternative location, which may also offer the possibility of extending the useful life of water filtration components at the drinking water plant.

The total cost of the project is to be determined, as a significant level of preliminary engineering is necessary to address key questions that will impact cost. However, best available information indicates that the total project cost could range between \$5-\$10 million. The Army Corps of Engineers (ACOE) has provided \$1.9 million in grant funds for this project. Additional strategies for funding the project are described below.

In March 2022, staff issued a Request for Qualifications to specific firms with a demonstrated history of completing projects associated with intakes in the Great Lakes. Four firms responded to the solicitation. The Public Works Director, Utility Manager, and a consulting engineer from Long Island Engineering served as the selection committee, reviewing the statements of qualifications provided and interviewing a select number of firms. Long Island Engineering's services were used to evaluate qualified firms due to a lack of staff experience with projects of this magnitude and complexity.

Greeley & Hansen (G&H) was selected as the firm most qualified to perform the work based on the qualifications of the personnel identified to complete the project design, experience implementing projects resulting in user rate increases, quality of references associated with previously completed drinking water intake projects and previous experience with ACOE funding and permitting requirements.

Specifically, G&H recently completed design and construction oversight of a new drinking water intake to serve the community of Waukesha, amongst other communities on Lake Michigan. G&H was able to demonstrate expertise with both the Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan Program (SDWLP) and the Public Service Commission (PSC).

PSC approval is necessary for a project of this magnitude as it is expected to result in an increase in user rates for the drinking water utility. In addition, staff anticipates that the City will be in a strong position for funding and principal forgiveness under the SDWLP and G&H has demonstrated experience with projects funded by the SDWLP. The WI DNR has recently increased the amount of principal forgiveness available to a community of Ashland's size and income level and also offers low interest loans over a 30 year payback period. The scope of G&H services includes development of an optimal funding strategy for the project, which is expected to include a request to the ACOE for additional funds. G&H has direct experience with the development of funding strategies with resources available to Wisconsin communities from the Waukesha project.

The scope of the preliminary engineering services provided by G&H will include data collection/analysis, sizing and locating the new intake, development of a cost estimate, initial permitting, and collaborating with City staff on project funding sources and strategy.

The Public Works Department recommends accepting the proposal from Greeley and Hensen, LLC for preliminary engineering services at a cost of \$217,964.00. Additional engineering costs will be necessary to complete project design in 2023, and possibly 2024, as shown in the estimated fee schedule provided by G&H. Approval of preliminary engineering is only requested in 2022 due to the lack of availability of Water Utility funds and to allow Council to review additional engineering costs when staff has a more developed funding strategy for review. Key questions associated with the project, such as the total cost of the intake, will not be clarified until preliminary engineering is funded.

Funding for the engineering services is supported by pro rated shares, based on the executed Project Partnership

Agreement (PPA) with the ACOE. The ACOE will provide funding for 75% of the cost of preliminary engineering while the Water Utility will provide 25%.

On September 13, 2022, Council approved unanimously to advance this item from the Committee of the Whole agenda to the following City Council meeting to approve the professional design engineering services proposal from Greeley and Hansen, LLC.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF ASHLAND

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the ____ day of _____ in the year 2022 between the City of Ashland, hereinafter referred to as CITY and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as ENGINEER, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office located at 741 N. Grand Avenue, Suite 308, Waukesha, WI 53186, for professional engineering services in connection with the New Water Intake Project, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT is set forth in Exhibit A attached hereto and made a part of this AGREEMENT.

CITY shall provide written authorization to ENGINEER prior to the commencement of the basic services, whereupon ENGINEER shall provide professional engineering services as

required to complete the basic services, as set forth in Exhibit A, to the approval of CITY. ENGINEER shall not perform services beyond the scope defined in Exhibit A without the prior written authorization of CITY.

B. Additional Services

At CITY's request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

ENGINEER agrees that the basic services, as defined in Article II. A., above, will be substantially complete within 260 calendar days.

The period for completion of the basic services will begin upon the date of CITY's written notice to proceed. ENGINEER shall not, however, be responsible for the timely completion of basic services, as agreed to herein (1) if completion is delayed by the failure of CITY to furnish the services provided for under Article IV., hereof, in a timely manner, (2) if there is a failure of any construction contractor to complete any construction contract work within original contract time requirements, or (3) for other reasons beyond the control of ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the CITY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III. hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the CITY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II. of this AGREEMENT for which the CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services
2. ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours for office-based personnel and divided by 2,080 hours for field-based (resident) personnel. The annual base salary for Principals is as established by the LLC for each calendar year. Factors to be applied shall be as follows:
 - a. For services of office-based personnel, a factor of 3.15.
 - b. For services of field-based personnel a factor will be mutually agreed to by the CITY and the ENGINEER once the construction and construction management scope of

services is defined and is estimated to be no greater than 2.5.

2. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of its subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

3. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost for any direct reimbursable costs incurred in connection with performing the services. Such costs shall include, but not be limited to, the following:

- Printing of reports, report memoranda, construction Contract Documents and other project-related documents¹
- Laboratory testing
- Travel² and subsistence
- CADD computer time³
- Engineering applications software
- Express mail charges
- Personnel relocation

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

The total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A. It is agreed that the total compensation to ENGINEER for performing basic

¹ In-house printing shall be paid for at established rates.

² Local travel by personal or company automobile shall be paid for at U.S. Internal Revenue Service maximum acceptable mileage rates for business travel.

³ Computer time shall be paid for at established rates.

services will not exceed a total estimated cost of \$521,832 and ENGINEER agrees to strive to perform the services specified in the scope of basic services, in Exhibit A, within such total estimated cost. It is agreed that the ENGINEER is authorized to invoice no more than \$250,000 of the total estimated cost by December 31, 2022. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify CITY in writing to that effect giving the detailed reasons for the change and a revised estimate of such total cost for the performance of basic services.

ENGINEER shall, each fiscal period, report to CITY actual expenditures for engineering services against estimated costs. At the times actual expenditures are at 50 percent and 75 percent of the total estimated cost for any phase of services, ENGINEER shall prepare and submit to CITY an estimate of the cost required to complete the services. If the estimate indicates that the services cannot be completed within the established total estimated cost, an equitable adjustment in cost will be negotiated.

CITY shall not be obligated to compensate ENGINEER in excess of the established total estimated compensation for basic services and ENGINEER shall not be obligated to continue performance or otherwise to incur costs in excess of those included in said estimated compensation unless and until the parties hereto have duly executed an amendment to this AGREEMENT providing for a revised estimate of compensation for performance of basic services. When and to the extent that the estimated compensation for basic services has been increased, any costs incurred by ENGINEER in excess of those included in the estimated compensation prior to such increase shall be compensable to the same extent as if such costs

had been incurred after the increase (unless CITY directs that the increase is solely for the purpose of covering specified expenses).

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the term "Exhibit A" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent of the invoiced fees.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If CITY fails to make payments due ENGINEER within forty-five days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.

3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.
4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY RESPONSIBILITIES

The CITY shall, as required:

- A. Provide all criteria and full information as to CITY's requirements for the PROJECT, and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including CITY maps and plats, previous reports, records, drawings, specifications and any other data relative to design or construction of the PROJECT.
- C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the CITY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. Furnish above record information, property and land use data, and services at CITY's expense

in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.

- G. Furnish any laboratory analyses that may be required in connection with the PROJECT.
- H. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.
- I. Designate in writing a person to act as CITY's representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- J. Coordinate, consolidate, reconcile and bring congruence to differing views in the CITY's organization to form single firm responses stating the CITY's position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- K. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.
- L. In any agreement entered into between the CITY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance

coverage to, and/or name as additional insured, the CITY, the contractors and subcontractors shall be required to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the CITY. Furthermore, the CITY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

- M. Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.
- N. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other deliverables prepared by ENGINEER for this PROJECT are the ENGINEER'S instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to this AGREEMENT. Upon final payment for basic services and for each separately accepted and authorized proposal for additional services, ownership of the deliverables or instruments of service shall be vested in the CITY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or represented to be suitable for use by the CITY or by others acting for the CITY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY's sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the CITY or by others acting for the CITY, without verification or adaptation by ENGINEER and appropriate compensation therefor, shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Documents on Electronic Media

Documents delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V. A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other types are furnished only for convenience, not reliance by the CITY. Any conclusion or information obtained or derived from such electronic files will be at the CITY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the CITY within 60 calendar days of receipt, after which time the CITY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.

ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period.

The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

<u>Type of Document</u>	<u>Software</u>	<u>Operating System</u>
Wordprocessed Text	Microsoft Word	Windows 10
Spreadsheets	Microsoft Excel	Windows 10
CADD Drawings	AutoCAD Civil3D	Windows 10

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The CITY and ENGINEER each binds itself and its officers, principals, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V.

C. 1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services."

Proposals for services pursuant to changes in scope or revisions shall, upon CITY acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as described in

Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Wisconsin.

I. Subconsultants

During the performance of this AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the CITY.

J. Insurance

ENGINEER shall acquire and maintain:

1. Statutory worker's compensation insurance coverage
2. Commercial general liability insurance coverage with a limit of \$1,000,000 per occurrence and annual aggregate applicable to bodily injury and property damage claims
3. Professional liability insurance coverage with an annual aggregate limit of at least \$1,000,000.

K. Site Visits and Field Services During Construction

In accordance with the scope of basic services, ENGINEER shall provide the services of a Resident Engineer, assistants, and other field staff to observe the construction contractors' work on-site during construction and make field observations, reviews and checks of the construction in progress, and the constructed work, materials and equipment. ENGINEER shall also provide oversight of field staff by regular visits to the construction site, at intervals ENGINEER deems appropriate, by qualified office-based technical and management personnel.

ENGINEER shall provide the services of qualified office-based technical personnel to make visits to the site at times appropriate to the various stages of construction, as ENGINEER deems necessary, in order to supplement the services of the field staff.

Based on observations of the Resident Engineer, assistants, and other field staff, and information obtained during site visits, ENGINEER shall endeavor to determine construction contractors' compliance with the requirements of the construction Contract Documents. ENGINEER shall keep CITY informed of the progress of the work and shall promptly inform

the CITY and the construction contractors of any observed defects, deficiencies, and matters not in compliance.

Through on-site observations of the work in progress and field checks of materials and equipment by the Resident Engineer, assistants, and other field staff, and site visits by office-based personnel, ENGINEER shall endeavor to identify defects and deficiencies in the work of construction contractors. However, by furnishing such services ENGINEER shall not supervise, direct or have control over construction contractors' work nor shall ENGINEER have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions or programs. Accordingly, ENGINEER shall not guarantee the performance of construction contractors and ENGINEER shall not be responsible for the failure of construction contractors to perform the work in accordance with the construction Contract Documents.

The parties hereto agree that the ENGINEER'S authority, duties, obligations and responsibilities arising under this AGREEMENT and its exercise thereof, are in no way intended to result in the ENGINEER being deemed to be an entity having charge of the erection, construction, repairing, alteration, removal or painting of any building, bridge, viaduct or other structure.

L. ENGINEER'S Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an

experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or
2. Obliging the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or
4. An assumption by the ENGINEER of the liabilities of any other party.

M. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

N. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this

AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the CITY copies of all drawings, specifications and other deliverables or instruments of service prepared prior to termination.

O. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by mediation or arbitration, if the parties mutually agree, or in a Wisconsin court of competent jurisdiction.

P. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by CITY's ordinances, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER'S employees or applicants for employment.

Q. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:
GREELEY AND HANSEN LLC

Attn: Andrew Martin, P.E., ENV SP
100 South Wacker Drive, Suite 1400
Chicago, IL 60606

To CITY
CITY OF ASHLAND

Attn: _____

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

CITY OF ASHLAND

GREELEY AND HANSEN LLC

Approved:

Enter Name

Printed Name: Andrew Martin, PE,
ENV SP

Title

Member
Title

Attest:

Enter Name

Printed Name: Katie Richardson
Viranyi, PE, ENV SP

Title

Associate
Title

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

THE CITY OF ASHLAND

and

GREELEY AND HANSEN LLC

SCOPE OF SERVICES FOR THE

NEW WATER INTAKE PROJECT

August 2022

BACKGROUND AND INTRODUCTION

The Ashland Water Utility provides water treatment and distribution services from their water treatment plant (WTP) located east of the intersection of 12th Avenue East and Water Street in the City of Ashland (City). Raw water is drawn from Lake Superior's Chequamegon Bay through a 24-inch cast iron intake. Low lift pumping is provided from two, 2,000 gpm pumps at the City's WTP. The WTP has a firm and installed capacity of 1.5 and 2.0 MGD, respectively, and is comprised of four trains of ultrafiltration membrane filters. Chemical dosing is comprised of sodium hypochlorite for disinfection, fluorosilicic acid for dental health, and orthophosphate for corrosion control. Following a finished water reservoir, high lift pumps pressurize the water for distribution to customers.

The City's existing intake was built in 1891 and originally drew water 4,000 feet offshore from an intake structure located 8 feet above the lakebed. In 1922, the intake was cut 1,950 feet offshore when a ship anchored in Chequamegon Bay while sheltering during a storm. The intake was since reconstructed at this location in shallower water. Now that the existing intake has provided well over a century of service, the City is proactively taking steps to plan, design, and construct a new intake to serve its residents and businesses for the next century. The ultimate objectives of the project include locating and arranging the crib and intake further offshore to improve raw water quality, benefit WTP maintenance and operations, and mitigate frazil ice.

The City is executing the project in phases as summarized below:

- Phase 1: Preliminary Design, Environmental Review, and Permitting Services
- Phase 2: Final Design, Permitting, and Funding Assistance Services
- Phase 3: Bidding and Construction Management Services



The enclosed scope of services pertains to Phase 1 of the project with the objective of providing preliminary design, environmental review, and permitting services for the City's new intake. Phase 1 has been organized into several key tasks, including:

- Task 1 – Data Collection and Preliminary Field Investigations
- Task 2 – Preliminary Design
- Task 3 – Funding
- Task 4 – Permitting
- Task 5 – Project Management

The Phase 1 effort will culminate in an Engineering Report with Preliminary Contract Drawings and Specifications submitted along with permit applications to the appropriate state and federal agencies. Other key tasks include development of preliminary opinions of probable project cost (OPPCs) and development of a funding strategy to finance the project. Follow-on services required to complete the project includes Phase 2: Final Design, Permitting, and Funding Assistance Services and Phase 3: Bidding and Construction Management Services. These follow-on services will also include preparation of funding applications as identified in Phase 1, as well as continued coordination with permitting and funding agencies.

Phase 1 tasks are described as follows.

SCOPE OF SERVICES

TASK 1 – DATA COLLECTION AND PRELIMINARY FIELD INVESTIGATIONS

Task 1.1 Data Collection and Review

Collect and review available data pertinent for accomplishing the project, including the following as available for the project from the City and governmental agencies:

- Record drawings for the WTP, existing intake, and existing cribs;
- Inspection information for the existing crib and intake if available;
- Previous City water demand and water system planning studies;
- Previous conceptual design documents pertaining to the new crib and intake;
- Raw water sampling results;
- Level records and related studies or reports regarding Lake Superior in the vicinity applicable to the project;
- Bathymetric information;
- Existing City property and easement documentation in the project vicinity;
- Hourly flow rates pumped from the low lift pumps;
- Low lift pump on and off setpoints;
- Geotechnical boring information available in the project area⁽¹⁾

Note: (1). Geotechnical borings and contaminated soil or groundwater review services are not part of this scope of services, but are anticipated on being collected as part of follow-on services in Phase 2 of the project.

Task 1.2 Onshore Survey

Arrange for and provide an onshore survey of the proposed location and alignment of the intake to the WTP low lift pump tie-in location. The scope of services includes an area approximately 500-foot wide by 1,100-foot long survey along the lakeshore from the WTP low lifts extending northeast. The survey will be used to generate plan and profiles of grade along the alignment with a final scale of 1"=40' and having 1-foot contours, or an adjusted scale as appropriate to convey the design intent. The surveyor will:

- Coordinate work with offshore surveyor to establish base line control, site benchmarks and a recoverable traverse line suitable for use during construction. Coordinate work with offshore surveyor to assure continuity of information between onshore and offshore surveys with no gaps or conflicts in surveyed information.
- Provide aerial photogrammetry and aerial mapping along the 500-foot wide by 1,100-foot long onshore and 500-foot wide by 5,000-foot long offshore survey areas.
- Obtain the horizontal and vertical locations of physical features, trees 4 inches in diameter (DBH) and greater, drip lines, lakeshore, pavement limits, curb and gutter, and utilities, including, but not limited to, storm and sanitary sewers, water mains, gas mains, force mains, petroleum mains, overhead and underground electric, fiber optic, telephone, television, along with right-of-way lines, fence lines, easement lines, and property lines. Determine the horizontal alignments of existing utilities. Document utility sizes, directions, and invert elevations. Determine horizontal and vertical alignments of sanitary and storm sewers.
- Identify property owners within and adjacent to survey limits by address and parcel number.
- Locate limits of wetlands delineated in Task 4.
- Graphically depict 100-year floodplain per existing FEMA and WDNR maps and information.
- Determine horizontal and vertical alignment of existing intake between the WTP low lift pumps and the shoreline. Coordinate with offshore survey to assure no data gaps in existing intake alignment in relation to the offshore segment.
- Produce and deliver the survey results in the form of an AutoCAD drawing file depicting the topography in 1-foot contours at a final scale of 1"=40' within the coverage area with existing utilities and surface features denoted.
- Confirm location and depth of utilities and underground obstructions with electronics toning and hydro-excavated potholing as needed. This scope of services includes up to four (4) potholes.

Perform the surveying services under the direction and control of a Wisconsin Registered Professional Land Surveyor. Survey elevations in accordance with the International Great Lakes Datum 1985 (IGLD 1985), Low Water Datum of the Reference Plane at Rimouski, Quebec. Survey horizontal datum elevation in accordance with North American Datum of 1983 (NA 2011) and horizontal projection in accordance with the Wisconsin State Plane Coordinate System, North Zone, NAD83.

Deliverables: Deliverables for this Task will be included in the Preliminary Contract Drawings in the Engineering Report.

Task 1.3 Offshore (Sub-Aqueous) Survey

Arrange for and provide a sub-aqueous survey of the proposed location and alignment of the crib and intake. The proposed scope of services includes a 500-foot wide by 5,000-foot long survey of the lakebed along the proposed

alignment. The survey will be used to generate plan and profiles of the lakebed along the alignment with at a final scale of 1"=40' and having 1-foot contours. The surveyor will:

- Coordinate work with onshore surveyor to establish base line control, site benchmarks and a recoverable traverse line suitable for use during construction. Coordinate work with onshore surveyor to assure continuity of information between onshore and offshore surveys with no gaps or conflicts in surveyed information.
- Gather bottom profile data for a distance of 5,000 feet over a width of 500 feet centered over the proposed alignment for the new intake. Identify location and size of features on the lakebed such as shipwrecks, or other obstructions.
- Locate hard surface information for the entire approximate location of the existing crib structures (original crib, located approximately 4,000 feet offshore, and secondary crib located approximately 1,950 feet offshore) and approximate existing intake pipeline (horizontally and vertically) along it's entire 4,000-foot length.
- Produce and deliver the survey results in the form of an AutoCAD drawing file depicting the bathymetry in 1-foot contours at a final scale of 1"=40' within the coverage area with existing utilities and surface features denoted.

Perform the surveying services under the direction and control of a Wisconsin Registered Professional Land Surveyor. Survey elevations in accordance with the International Great Lakes Datum 1985 (IGLD 1985), Low Water Datum of the Reference Plane at Rimouski, Quebec. Survey horizontal datum elevation in accordance with North American Datum of 1983 (NA 2011) and horizontal projection in accordance with the Wisconsin State Plane Coordinate System, North Zone, NAD83.

Deliverables: Deliverables for this Task will be included in the Preliminary Contract Drawings in the Engineering Report.

Task 1.4 Existing Intake Condition Assessment

Arrange for and provide a condition assessment of the existing 24" cast iron intake from low lift pumps to existing crib located 1,950 feet offshore. Review existing record documentation. Conduct underwater visual dive inspection of the pipe exterior and intake crib. Utilize ultrasonic thickness readings to determine existing pipe wall thickness. Perform interior visual inspection of intake with remotely operated vehicle (ROV). Survey existing intake and crib structure centerlines to confirm hard surface information collected during the offshore survey in Task 1.3. Ascertain structural integrity and potential longevity as a secondary raw water supply with rationale based on the information collected. Summarize the conduct of the condition assessment, findings, conclusions, and recommendations in an Existing Intake Condition Assessment Report. Submit a draft Existing Intake Condition Assessment Report for the City's review. Incorporate the City's comments and resubmit the Existing Intake Condition Assessment Report.

Note that this scope of services assumes 1) the existing intake is exposed on the lakebed to allow the inspection and 2) the interior of the existing intake can be accessed onshore via the low lift pump station with an interior clear enough to permit entry of the ROV. It is anticipated that the existing intake could be covered in growth that may hinder visual inspection. To protect the intake, cleaning the intake for inspection purposes is not included in this scope of services.

Deliverables:

- Draft Existing Intake Condition Assessment Report in .pdf format.
- Final Existing Intake Condition Assessment Report in .pdf format.

TASK 2 – PRELIMINARY DESIGN

Task 2.1 Basis of Design

Prepare a Basis of Design for the project. The Basis of Design will include:

- Review of existing water demand and establishment of future projected water demand;
- Establishment of raw water intake design flow rates;
- Identification of existing low lift pump on and off setpoints and related operational parameters;
- Review of the available record of Lake Superior water levels;
- Determination of maximum, minimum and average Lake Superior water elevations; and,
- Establishment of recommended crib and intake design flow velocities.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.2 Crib Siting and Intake Horizontal Alignment

Identify potential crib intake locations by conducting desktop analyses, including the following:

- Coordinate with navigation agencies (United States Coast Guard, National Oceanic and Atmospheric Administration, and applicable port authorities and associations) to establish shipping and navigation lanes.
- Review navigational charts and other information to locate potential shipwrecks or related obstructions.
- Review available geotechnical information and establish surface geology. Identify substrate conditions and artificial fill areas or materials potentially unsuitable for construction. This scope of services assumes there are no contaminated soils in the project area. This assumption will be confirmed in geotechnical and environmental investigations in Phase 2.
- Review achievable intake structure depths and lengths in comparison to other existing Great Lakes intakes for frazil ice mitigation and water quality purposes.
- Estimate coastal dynamics to evaluate bottom velocities induced by wave action.

Based on the evaluation, identify alternative crib siting locations. Conduct an alternatives analysis on the remaining locations considering economic and non-economic criteria. Weight each criteria from one (to represent a less significant or lower perceived impact to the project, the City, or the public) to “n” (to represent a more significant or higher perceived impact to the project, the City, or the public). Score each alternative for each criteria from one (to represent a less favorable alternative for the establish criterion) to five (to represent a more favorable alternative for the established criterion). Identify a preferred crib location based on the economic and non-economic evaluation. Establish a horizontal alignment between the preferred crib location and the WTP low lift pumps. Review the evaluation, weights, scores, and outcome with the City in a meeting as described in Task 5.1 to gain consensus on a preferred crib location and intake horizontal alignment.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.3 Crib and Intake Sizing

Develop a steady-state hydraulic model to include the crib, intake, fittings, and appurtenances anticipated to induce appreciable head loss along the new intake system. Follow the philosophy of the downstream control approach where head losses are accumulated along an imaginary streamline, beginning at the water surface of Lake Superior and proceeding upstream through the crib and intake, ending at the suction well of the WTP's low lift pumps. Use the model to evaluate three intake sizes over a record of Lake Superior water levels, water demand, and suction well levels. Recommend a crib inlet port and intake sizing based on the evaluation. As appropriate, recommend adjustments to existing facilities to benefit hydraulics or operations. Review the sizing evaluation and recommendation with the City in a meeting as described in Task 5.1 to gain consensus on a crib inlet port and intake sizing.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.4 Crib and Intake Arrangement and Materials

Based on the recommended sizing, evaluate alternative intake piping materials based on economic and non-economic analysis and recommend a preferred material based on the evaluation. Coordinate with other Great Lakes water suppliers and gather information pertaining to crib arrangement, material, frazil ice or invasive species mitigation provisions, and operational challenges. Review alternatives and recommend a preferred crib arrangement and material. Review the evaluation and recommendation with the City in a meeting as described in Task 5.1 to gain consensus on a crib arrangement and crib and intake materials.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.5 Intake Vertical Alignment and Construction Sequencing

Develop a preliminary vertical alignment for the intake between the new crib and WTP low lift pumps. Review and identify shore well and tie-in details as applicable. Develop conceptual construction sequencing for accomplishing the work for further refinement in Phase 2 of the project.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.6 Preliminary Contract Drawings

Codify the preliminary design in full-size (22" x 34") Preliminary Contract Drawings. The draft Contract Drawing list is provided in Table 1 at the end of this exhibit.

Deliverables: Deliverables for this Task will be included in the Engineering Report.

Task 2.7 Preliminary Contract Specifications

Prepare Preliminary Contract Specifications in Construction Specifications Institute (CSI) Master Format (MF) 2004 comprised of the draft Contract Specification list provided in Table 2 at the end of this exhibit.

Deliverables: Deliverables for this Task will be included in the Engineering Report.

Task 2.8 AACE Class 4 and 5 Opinions of Probable Project Cost (OPPCs) and Project Schedule

Prepare a AACE International Class 5 OPPC on the basis of the contract item approach following Task 2.2 to support submittal of the Safe Drinking Water Loan Program (SDWLP) Intent to Apply (ITA). Based on the outcome of all the preliminary design tasks, prepare an AACE International Class 4 OPPC on the basis of the contract item approach. Update the draft project schedule through construction.

Deliverables: Deliverables for this Task will be included in meeting slides, SDWLP ITA, and the Engineering Report.

Task 2.9 Engineering Report

Summarize the preliminary design in an Engineering Report with the following draft outline. Submit the draft Engineering Report for the City's review. Incorporate the City's comments and resubmit the Engineering Report.

Executive Summary

1. Introduction
2. Field Investigations
3. Crib Siting and Intake Horizontal Alignment
4. Steady State Hydraulics
5. Crib Design Philosophy
6. Intake Design Philosophy
7. Construction Sequencing and Commissioning
8. Opinion of Probable Project Cost
9. Permitting
10. Design and Construction Schedule
11. Conclusions and Path Forward
12. References

Appendix A Basis of Design Table

Appendix B Preliminary Contract Drawings

Appendix C Preliminary Contract Specifications

Deliverables:

- Draft Engineering Report in .pdf format.
- Final Engineering Report in .pdf format.

TASK 3 – FUNDING

Task 3.1 Safe Drinking Water Loan Program (SDWLP) Intent to Apply (ITA)

Complete and submit a notice of ITA with Priority Evaluation & Ranking Formula (PERF) information by October 31st on behalf of the City. Include draft narrative describing project location, project description, and proposed project scope describing the proposed infrastructure. Submit draft ITA for the City's review. Incorporate the City's comments and submit ITA on behalf of the City. Please note that this scope of services assumes any fees for permit or funding submittals will be directly paid for by the City and are not part of this scope of services.

Deliverables: Draft and Final SDWLP ITA online submittal.

Note, another potential funding source for the project is Water Infrastructure Finance and Innovation Act (WIFIA) funding through the United States Environmental Protection Agency (USEPA). As of this year, the USEPA is moving to a rolling selection process in response to higher inflationary conditions. If the Class 4 OPPC indicates the project would qualify for WIFIA funding, the Greeley and Hansen Team would submit a WIFIA Letter of Interest (LOI) in Phase 2 of the project as part of follow-on services if this secondary funding source is desirable to the City.

Task 3.2 Funding Strategy Development

Based on the AACE Class 4 OPPC, identify potential qualifying funding sources. Summarize key requirements for securing funding and potential timelines. As applicable, evaluate funding arrangement alternatives to lower net present costs. Conduct sensitivity analyses on key parameters. Review the evaluation and outcomes with the City in a meeting as described in Task 5.1. Summarize the evaluation, recommendations, and path forward in a draft Funding Strategy Memorandum. Submit draft Funding Strategy Memorandum for the City's review. Incorporate the City's comments and resubmit the Funding Strategy Memorandum. Coordinate with City's financial consultant as necessary to develop funding strategy in consideration of the City's existing finances and to provide information for financing or rate purposes as determined or requested by the City's financial consultant.

Deliverables:

- Draft Funding Strategy Memorandum in .pdf format.
- Final Funding Strategy Memorandum in .pdf format.

TASK 4 – PERMITTING

Task 4.1 Wetlands and Waterways Review

Complete a review to determine if wetlands may be present within any access routes, laydown/staging areas, or other limits of construction. Summarize findings in a Wetland, Waterway, and Waterbody Technical Memorandum for satisfying the requirements of the Public Service Commission of Wisconsin (PSCW) Certificate of Authority (CA) Filing. To satisfy the requirements of the Wisconsin Department of Natural Resources (WDNR) and U.S. Army Corps of Engineers (ACOE) Individual Permit applications (refer to Tasks 4.4 and 4.5 for details), conduct a wetland determination and document the results in a Wetland Determination Report (if wetlands are not found to be present) or a Wetland Delineation Report (if wetlands are found to be present).

Deliverables:

- Draft Wetland, Waterway, and Waterbody Technical Memorandum in .pdf format.
- Final Wetland, Waterway, and Waterbody Technical Memorandum in .pdf format.
- Draft Wetland Determination Report or Wetland Delineation Report in .pdf format.
- Final Wetland Determination Report or Wetland Delineation Report in .pdf format.

Task 4.2 Endangered and Threatened Resources Review

Conduct an endangered and threatened resources review to determine if state or federally listed threatened or endangered species may be present. This will include a review of the U.S. Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) tool and a WDNR Endangered Resources (ER) review, as well as a USFWS consultation letter. Summarize results in a technical memorandum with summary of known resources, locations, potential implications to design, construction, schedule and costs, mitigation measures, and other

information requisite for satisfying the requirements of the PSCW CA Filing and WDNR and ACOE Individual Permit applications (refer to Tasks 4.4 and 4.5 for details).

Deliverables:

- Draft USFWS Consultation Letter in .pdf format.
- Final USFWS Consultation Letter in .pdf format.
- Draft Rare Species and Natural Communities Technical Memorandum in .pdf format.
- Final Rare Species and Natural Communities Technical Memorandum in .pdf format.

Task 4.3 Historical and Cultural Resources Review

Conduct a review of historical, cultural, and archaeological resources to determine if there are any known or mapped historical or cultural resources that may be impacted by the proposed project. The review will be conducted using the Wisconsin Historic Preservation Database (WHPD) and will also include a State Historic Preservation Officer (SHPO) consultation letter. Summarize results in a technical memorandum with summary of known resources, locations, potential implications design, construction, schedule and costs as applicable, mitigation measures, and other information requisite for satisfying the requirements of the PSCW CA Filing and WDNR and ACOE Individual Permit applications (refer to Tasks 4.4 and 4.5 for details). Develop an Inadvertent Discovery Plan to satisfy PSCW CA Filing requirements that will codify actions to be used in the event of the inadvertent discover of archaeological resources or human skeletal remains during construction activities in accordance with state and federal guidelines.

Deliverables:

- Draft SHPO Consultation Letter in .pdf format.
- Final SHPO Consultation Letter in .pdf format.
- Draft Archaeological and Historic Resources Technical Memorandum in .pdf format.
- Final Archaeological and Historic Resources Technical Memorandum in .pdf format.
- Draft Inadvertent Discovery Plan in .pdf format.
- Final Inadvertent Discovery Plan in .pdf format.

Task 4.4 Public Service Commission of Wisconsin (PSCW) Certificate of Authority (CA) Filing

Pursuant to Wis. Stat. §196.49 and as further described in Wis. Admin. Code Ch. PSCW 184, water utility construction projects require a CA from the PSCW that are classed in the Wis. Admin. Code Ch. PSCW 4 as either Type 1, 2, or 3 Actions. It is anticipated the City's project will require a Type 3 Action and will require a CA. Therefore, the scope of services described in this Task assumes that the City's project will be a Type 3 Action and will require a CA.

Coordinate with PSCW staff to establish points of contact and introduce project prior to filing, and follow-up with the agency as the project progresses (refer to meetings in Task 5.1 for details). Assist the City with the preparation of a CA filing by composing an application in accordance with the "Application Filing Requirements – Type 3 Water Projects (Ver. Updated 2021)", hereafter referred to as the PSCW AFR publicly available [here](#). Prepare required documentation supporting the application with the following draft report outline. Submit draft PSCW CA Filing for the City's review. Incorporate the City's comments and submit the PSCW CA Filing to the PSCW. This scope of services assumes that any submittal fees would be paid separately by the City.

EXHIBIT A

1. Project Overview
 2. Project Development and Alternatives
 3. Project Costs
 4. Crib and Intake Information
 5. Natural Resources Impacts
 - 5.1. Floodplains and Floodways
 - 5.2. Wetlands
 - 5.3. Waterbodies/Waterways
 - 5.4. Rare Species and Natural Communities
 - 5.5. Archaeological and Historical Resources
- Appendix A Preliminary Layouts of Proposed Infrastructure

Note that coordination will be required with the PSCW following the PSCW Filing Review Submittal. This coordination is not part of this scope of services, but will be provided as follow-on services in Phase 2.

Deliverables:

- Draft PSCW CA Filing in .pdf format.
- Final PSCW CA Filing in .pdf format.
- GIS data in format required by PSCW

Task 4.5 Wisconsin Department of Natural Resources (WDNR) and Army Corp of Engineers (ACOE) Waterway Permitting

Based on our understanding of the proposed project, it is anticipated that a Wis. Admin Code Ch. 30 Waterway Individual Permit will be needed from the WDNR and a Clean Water Act Section 404 Individual Permit will be needed from the ACOE for the placement of an intake structure below the Ordinary High Water Mark (OHWM) of Lake Superior. The Greeley and Hansen Project Team will help the City obtain the requisite permits by preparing and submitting an application for the placement of an intake structure below the OHWM of Lake Superior. The permit application will be jointly filed with the WDNR and USACE around or at the same time the CA application is filed with the PSCW. The Engineering Report, Preliminary Contract Drawings, and Preliminary Specifications developed in Task 2 along with the Wetland Determination Report or Wetland Delineation Report, Endangered and Threatened Resources Review Technical Memorandum, and Historical and Cultural Resources Letter Report developed in Tasks 4.1-4.3 will be included with the submittal to satisfy requested information in the application. Key components of the permit submittal will include the following:

- Application form “Water Resources Application for Project Permits (WRAPP)” (Form 3500-053)
- Application fee (this scope of services assumes this will be paid directly by the City).
- Ownership documentation.
- Photographs of the proposed location, as practicable.
- Site maps that illustrate the location and perimeter of the project site, and its relationship to nearby water resources (e.g. lakes, rivers, streams, wetlands), major landmarks and roads. Provide copies of relevant maps (e.g. wetland, aerial, topographical, soil, floodplain, or zoning maps), with the project location identified.⁽¹⁾
- Plans and specifications that show what is intended.⁽¹⁾

- Narrative description of the proposed project that will include:⁽¹⁾
 - What the project is, purpose of project, and need for the project
 - How the project will be carried out, including methods, materials, and equipment.
 - Proposed construction schedule and sequence of work
 - What temporary and permanent erosion control measures will be used
 - For the intake structure, a description of type, composition, and quality of materials
 - Details on how the project will avoid, minimize and mitigate impacts to waterways.
 - Measurements of proposed impacts.
- Wetland determination to determine if wetlands may be present within any access routes, laydown/staging areas, or other limits of construction and a wetland delineation report, if wetlands are found to be present.⁽²⁾
- Endangered and threatened resources review to determine if state or federally listed threatened or endangered species may be present.⁽²⁾
- Historical and cultural resources review to determine if there are any known or mapped historical or cultural resources that may be impacted by the proposed project.⁽²⁾

Notes: (1). The Engineering Report will be submitted with the application to satisfy these requirements (refer to Task 2.9 for details).

(2). The Wetland Determination Report or Wetland Delineation Report, Endangered and Threatened Resources Review Technical Memorandum, and Historical and Cultural Resources Letter Report will be submitted with the application to satisfy these requirements (refer to Tasks 4.1-4.3 for details).

Deliverables: WDNR and ACOE Individual Permit Applications submitted electrically via WDNR's ePermitting website (City staff will need to register for a State of Wisconsin WAMS ID).

Task 4.6 Army Corp of Engineers (ACOE) Section 154 Funding Submittal

Submit the Engineering Report and Preliminary Contract Drawings to the ACOE on behalf of the City to satisfy Section 154 funding requirements. This scope of services assumes these documents as described in Task 2 will be satisfactory for the submittal and that any submittal fees would be paid separately by the City.

Deliverables: ACOE Section 154 funding submittal (Engineering Report, Preliminary Contract Drawings) in .pdf format.

TASK 5 – PROJECT MANAGEMENT

Task 5.1 Meetings and Site Visits

Meetings and site visits will be held to provide communication and coordination between the City, the Greeley and Hansen Team, and agencies throughout the project to achieve the City's goals. The Greeley and Hansen Team will participate in the virtual meetings via conference call and site visits listed in Table 3 at the end of this exhibit.

Deliverables:

- Draft meeting agenda and slide deck two (2) business days in advance of each meeting in .pdf format.
- Draft meeting notes two (2) business days following each meeting in .pdf format. The meeting notes will be finalized based on comments received within five (5) business days following the draft meeting notes.

If no comments are received within five (5) business days, the draft meeting notes will be considered the final meeting notes.

Task 5.2 Monthly Progress Summary Reports

This Task is to monitor project activities for adherence to project budget, scope, and schedule. A progress report will be included with each monthly invoice.

Deliverables: Monthly invoice with progress report.

Task 5.3 Risk Management

Develop a risk register for the project. Review the risk register on a quarterly basis with the Greeley and Hansen Team and the City to track implementation of mitigating actions and strategies and to update the plan if conditions change throughout the life of the project.

Deliverables: Quarterly risk register update in .pdf format.

Task 5.4 Quality Assurance/Quality Control (QA/QC) Review

The Greeley and Hansen Team will institute and maintain QA/QC activities throughout the entire project. The purpose of the QA/QC activities is to perform checks and reviews, as necessary, on the work in progress and at completion. The intent is to provide the necessary checks and balances between “getting the work done” and “getting it done correctly.” This activity will be founded upon Greeley and Hansen’s internal QA/QC procedures and performed by senior engineers not involved in the day-to-day production of the design. Generally, the QA/QC reviews will be completed in advance of scheduled milestone reviews by the City.

Deliverables: Results from this Task will be incorporated into deliverables as part of other tasks.

SCHEDULE

A tentative project schedule for the first phase of the work is attached to this exhibit on the following page.

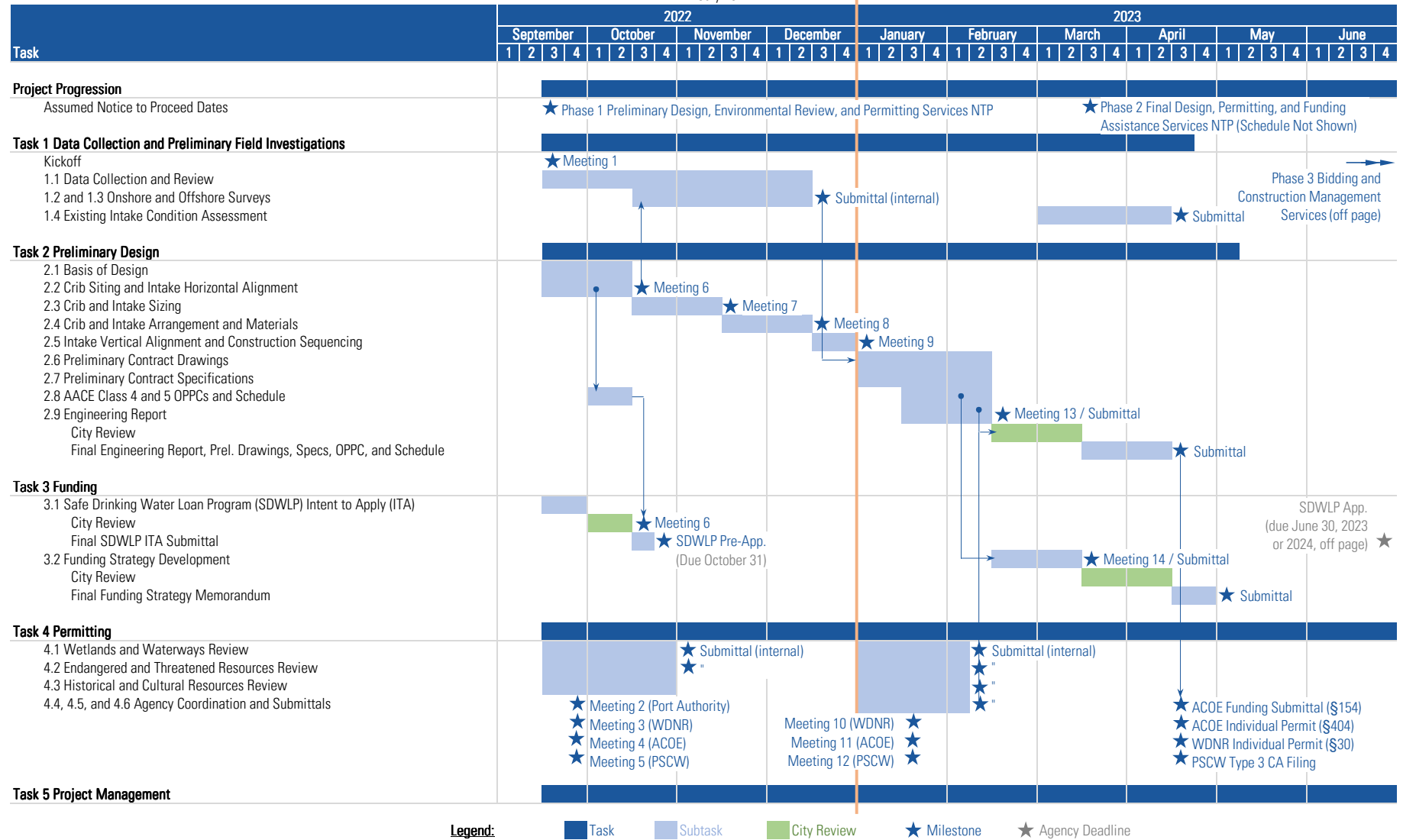
A summary of the schedule by phase is summarized as follows:

- Phase 1: Preliminary Design, Environmental Review, and Permitting Services
 - September 2022 to April 2023
- Phase 2: Final Design, Permitting, and Funding Assistance Services
 - March 2023 to December 2023
- Phase 3: Bidding and Construction Management Services
 - 2024 and/or 2025

New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services
Preliminary Project Schedule

Greeley and Hansen LLC
DRAFT July 2022

City of Ashland
Fiscal Year End



Legend:

Task

Subtask

City Review

★ Milestone

★ Agency Deadline

Notes:

1. Regular check-ins and status updates to occur between the Greeley and Hansen PM and City PM in addition to scheduled meetings.

TABLE 1 DRAFT DRAWING LIST

Sheet No.	Drawing No.	Drawing Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>GENERAL</u>				
0	--	Cover, Location Map, Site Plan, and Index of Drawings	X	X
1	G1	General Notes, Abbreviations, and Sample Plan and Profile	X	X
<u>PROCESS AND EQUIPMENT</u>				
2	M1	Intake Plan and Profile – STA 0+00 (@ Crib) to 1000+00	X	X
3	M2	Intake Plan and Profile – STA 1000+00 to 2000+00	X	X
4	M3	Intake Plan and Profile – STA 2000+00 to 3000+00	X	X
5	M4	Intake Plan and Profile – STA 3000+00 to 4000+00	X	X
6	M5	Intake Plan and Profile – STA 4000+00 to 5000+00 (@ Low Lifts)	X	X
7	M6	Intake and Pipeline Details	X	X
8	M7	Crib Plans and Sections	X	X
9	M8	Crib Details	X	X
10	M9	Chlorination System Diagram, Plans, Sections, and Details	X	X
11	M10	Chlorination Diffuser Plans, Sections, and Details	X	X
12	M11	Access Manhole / Shore Well Plans, Sections, and Details	X	X
13	M12	Piping and Equipment Plans, Sections, and Details	X	X
<u>STRUCTURAL</u>				
14	S1	Structural Legend and Notes	--	X
15	S2	Demolition Plans, Sections, and Details	--	X
16	S3	New Plans, Sections, and Details	--	X
<u>ELECTRICAL</u>				
17	E1	Electrical Legend	X	X
18	E2	Diagrams, Schematics, and Schedules	X	X
19	E3	New Plan, Elevation, and Details	X	X
<u>INSTRUMENTATION AND CONTROL</u>				
20	N1	Instrumentation and Control Legend	X	X
21	N2	Process & Instrumentation Diagram	X	X

Note: The Phase 1 scope of services assumes 1) the existing chlorine tanks, pumps, and instrumentation are sufficient for new service for chlorinating the new crib, 2) the WTP existing control system has adequate I/O to accommodate new controls, 3) new chemical controls will be based on on-off start-stop commands with manual provisions for dosage management. These assumptions will be confirmed in final design considering the capacity available and plantwide dosage requirements.

TABLE 2 DRAFT SPECIFICATIONS LIST

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS</u>			
00 11 13	Notice to Bidders	—	X
00 21 13	Instructions to Bidders	—	X
00 41 00	Bid Form	—	X
00 43 00	Bid Bond	—	X
00 45 49	Use of American Iron and Steel (UAIS) Requirement	—	X
00 51 00	Notice of Award	—	X
00 52 00	Agreement	—	X
00 55 00	Notice to Proceed	—	X
00 61 13	Performance Bond	—	X
00 61 16	Payment Bond	—	X
00 72 00	General Conditions	—	X
00 73 00	Supplementary Conditions	—	X
SC-A	Exhibit SC-A EJCDC Form	—	X
SC-B	Exhibit SC-B Prevailing Wage	—	X
00 90 00	Signatures and Seals	X	X
<u>DIVISION 1 – GENERAL REQUIREMENTS</u>			
01 11 00	Summary of Work	X	X
01 26 00	Change Order and Work Order Procedures	X	X
01 29 00	Payments	X	X
01 29 50	Contract Items	—	X
01 31 00	Coordination and Meetings	X	X
01 32 17	Progress Schedule	X	X
01 33 00	Submittals	X	X
01 41 00	Regulatory and Special Requirements	X	X
01 42 00	References	X	X
01 44 00	Preconstruction Videos	X	X
01 45 00	Quality Control	X	X
01 45 50	Leakage Tests	X	X
01 50 00	Construction Facilities and Temporary Controls	X	X
01 60 00	Material and Equipment	X	X
01 71 23	Lines and Grades	X	X
01 73 29	Cutting and Patching	X	X
01 74 00	Cleaning	X	X
01 78 00	Contract Close Out	X	X
01 78 23	Operation and Maintenance	X	X
<u>DIVISION 2 – EXISTING CONDITIONS</u>			
02 41 00	Demolition	X	X
02 50 00	Impacted Soil and Groundwater Management	X	X
<u>DIVISION 3 – CONCRETE</u>			
03 30 00	Cast-In-Place Concrete	--	X

EXHIBIT A

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 5 – METALS</u>			
05 50 00	Metal Fabrications	X	X
<u>DIVISION 6 – WOOD AND PLASTICS</u>			
06 13 00	Intake Crib	X	X
<u>DIVISION 26 – ELECTRICAL</u>			
26 05 00	Basic Electrical Materials and Methods	X	X
26 05 10	Electric Utility Coordination and Requirements	X	X
26 05 19	Wires and Cables – 600 Volts and Below	X	X
26 05 26	Grounding	X	X
26 05 33	Electrical Raceway Systems	X	X
26 05 43	Underground Electrical Distribution System	X	X
26 05 53	Electrical Identification	X	X
26 08 00	Electrical Testing Requirements	X	X
26 27 26	Wiring Devices	X	X
26 24 16	Panelboards	X	X
<u>DIVISION 31 – EARTHWORK</u>			
31 10 00	Site Clearing	X	X
31 23 16	Excavation	X	X
31 23 23	Backfilling	X	X
31 25 13	Erosion and Sediment Controls	X	X
31 41 00	Shoring, Sheeting and Bracing	X	X
<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>			
32 11 23	Base Courses	X	X
32 12 00	Asphalt Paving	X	X
32 90 00	Landscaping Work	X	X
<u>DIVISION 33 – UTILITIES</u>			
33 05 13	Vaults and Manholes	X	X
33 05 50	Laying and Jointing Buried Pipelines	X	X
33 05 55	Buried Pipe and Fittings	X	X
33 05 70	Locating Buried Pipelines	X	X
33 13 00	Disinfection	X	X
<u>DIVISION 40 – PROCESS INTEGRATION</u>			
40 05 01	Supports and Anchors	X	X
40 05 02	Chlorine Equipment	X	X
40 05 04	Pressure Switches	X	X
40 05 05	Gauges – Pressure and Vacuum	X	X
40 05 10	Erecting and Jointing Interior Piping	X	X
40 05 18	Miscellaneous Pipe and Fittings	X	X
40 05 20	Valves	X	X
40 05 30	Sluice and Sluice Gates	X	X

EXHIBIT A

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
40 80 50	Process Control System Commissioning	--	X
40 90 00	Process Control System General Requirements	--	X
40 90 50	Process Control System Description	X	X
40 91 00	Process Control System Instruments	X	X
40 94 13	Process Control System Network Hardware	--	X
40 95 13	Process Control System Panel Enclosures and Equipment	--	X
40 96 15	Process Control System I/O List	X	X
40 98 50	Process Control System Factory Acceptance Testing	--	X

TABLE 3 MEETINGS AND SITE VISIT SCHEDULE

Meeting or Site Visit	Title	Anticipated Attendees	Purpose
Meeting 1	Kickoff	City, GH	To introduce team members, understand the City's goals and objectives, and discuss schedule lookahead
Meeting 2	Port Authority Coordination	GH, Auth.	To meet with key agency staff, make them aware of the project, establish points of contact, and understand key requirements
Meeting 3	WDNR Project Introduction	GH, WDNR	
Meeting 4	ACOE Project Introduction	GH, ACOE	
Meeting 5	PSCW Project Introduction	GH, PSCW	
Meeting 6	Crib Siting, Alignment, AACE Class 5 OPCCs	City, GH	To discuss intake siting alternatives and gain consensus on a recommended site and arrangement; Review Class 5 OPPC for SDWLP ITA submittal.
Meeting 7	Crib and Intake Sizing Evaluation	City, GH	To discuss the intake sizing evaluation and gain consensus on a recommended size.
Meeting 8	Crib and Intake Arrangement and Material	City, GH	To discuss the crib arrangement and crib and intake materials evaluation and gain consensus on the recommended arrangement and materials.
Meeting 9	Intake Vertical Alignment and Construction Sequencing	City, GH	To gain consensus on a recommended conceptual vertical alignment and key construction sequencing constraints
Meeting 10	WDNR Project Update	GH, WDNR	To meet with key agency staff and update them on the state of the project and the proposed infrastructure arrangement
Meeting 11	ACOE Project Update	GH, ACOE	
Meeting 12	PSCW Project Update	GH, PSCW	
Meeting 13	Preliminary Design Review	City, GH	To review City comments on the Draft Engineering Report, Preliminary Contract Drawings, and Preliminary Contract Specifications.
Meeting 14	Funding Strategy	City, GH	To discuss the AACE Class 4 OPPC development and funding alternatives, and to gain consensus on a proposed funding strategy
Site Visit 1	--	--	To validate record drawings for design purposes.
Site Visit 2	--	--	To validate field investigation data or additional record drawing information for design purposes.

Notes:

- (1). The meetings are organized sequentially by the order they are envisioned to occur. These meetings may be combined, separated, or rearranged as convenient for the City or the progress of the work. If schedule allows, meetings will be paired with site visits to allow for in-person collaboration.
- (2). This scope of services includes up to two site visits by two Greeley and Hansen staff over two separate days. Site visits will be scheduled as needed and are not arranged in this table sequentially with the above meetings. These site visits exclude fieldwork related to field investigations completed over the course of the work by Greeley and Hansen's subconsultants, such as the survey, etc.



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Fee per Task and Staff Member

Greeley and Hansen LLC
DRAFT August 2022

										2022		2023									
Task	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin	Subtotal Hours	Subtotal Fee	Subtotal Hours	Subtotal Fee									
2022 and 2023 Projected Average Hourly Rate										\$ 190	\$ 196	\$ 330	\$ 131	\$ 249	\$ 216	\$ 139	\$ 140	--	--	--	--
Task 1 - Data Collection and Preliminary Field Investigations																					
Task 1.1 - Data Collection and Review	6			16	6	6			34	\$6,026											
Task 1.2 - Onshore Survey							12		12	\$1,668											
Task 1.3 - Offshore (Sub-Aqueous) Survey							12		12	\$1,668											
Task 1.4 - Existing Intake Condition Assessment	20	2	2	80			12	4			120	\$17,560									
Subtotal Hours	26	2	2	96	6	6	36	4	58	--	120	--									
Subtotal Fee	\$4,940	\$392	\$660	\$12,576	\$1,494	\$1,296	\$5,004	\$560	--	\$9,362	--	\$17,560									
Task 2 - Preliminary Design																					
Task 2.1 - Basis of Design	8			16					24	\$3,616											
Task 2.2 - Crib Siting and Intake Horizontal Alignment	40	4	2	160			32		238	\$34,452											
Task 2.3 - Crib and Intake Sizing	10	4	2	40					56	\$8,584											
Task 2.4 - Crib and Intake Arrangement and Materials	30	4	2	120			12		168	\$24,532											
Task 2.5 - Intake Vertical Alignment and Construction Seq.	6	2	2	24			16		50	\$7,560											
Task 2.6 - Preliminary Contract Drawings	28	8	12	106	26	26	132				338	\$55,172									
Task 2.7 - Preliminary Contract Specifications	44	8	6	88	20	24		8			198	\$34,720									
Task 2.8 - AACE Class 5 OPPC and Schedule (2022)	8	4	2	40					54	\$8,204											
Task 2.8 - AACE Class 4 OPPC and Schedule (2023)	8	4	2	40	4	4					62	\$10,064									
Task 2.9 - Engineering Report	24	4	2	60	8	8		4			110	\$18,144									
Subtotal Hours	206	42	32	694	58	62	192	12	590	--	708	--									
Subtotal Fee	\$39,140	\$8,232	\$10,560	\$90,914	\$14,442	\$13,392	\$26,688	\$1,680	--	\$86,948	--	\$118,100									
Task 3 - Funding																					
Task 3.1 - SDWLP ITA	8	4	2	40					54	\$8,204											
Task 3.2 - Funding Strategy Development	40	8	2	160				2			212	\$31,068									
Subtotal Hours	48	12	4	200	0	0	0	2	54	--	212	--									
Subtotal Fee	\$9,120	\$2,352	\$1,320	\$26,200	\$0	\$0	\$0	\$280	--	\$8,204	--	\$31,068									
Task 4 - Permitting																					
Task 4.1 - Wetlands and Waterways Review	2			4							6	\$904									
Task 4.2 - Endangered and Threatened Resources Review	2			4							6	\$904									
Task 4.3 - Historical and Cultural Resources Review	2			4							6	\$904									
Task 4.4 - PSCW CA Filing	24	8	2	60				4			98	\$15,208									
Task 4.5 - WDNR and ACOE Waterway Permitting	4	2		8							14	\$2,200									
Task 4.6 - ACOE Section 154 Funding Submittal	4	2		8							14	\$2,200									
Subtotal Hours	38	12	2	88	0	0	0	4	0	--	144	--									
Subtotal Fee	\$7,220	\$2,352	\$660	\$11,528	\$0	\$0	\$0	\$560	--	\$0	--	\$22,320									
Task 5 - Project Management																					
Task 5.1 - Meetings and Site Visits (2022)	66	50		40	10	10			176	\$32,230											
Task 5.1 - Meetings and Site Visits (2023)	13	9		20							41	\$6,694									
Task 5.2 - Monthly Progress Summary Reports (2022)	2	2		4					8	\$1,296											
Task 5.2 - Monthly Progress Summary Reports (2023)	2	2		4							8	\$1,296									
Task 5.3 - Risk Management (2022)	4	4		10					18	\$2,854											
Task 5.3 - Risk Management (2023)	4	4		10							18	\$2,854									
Task 5.4 - QA/QC Review (2022)			8						8	\$2,640											
Task 5.4 - QA/QC Review (2022)			8								8	\$2,640									
Subtotal Hours	91	71	16	88	10	10	0	0	210	--	75	--									
Subtotal Fee	\$17,195	\$13,916	\$5,280	\$11,463	\$2,490	\$2,160	\$0	\$0	--	\$39,020	--	\$13,484									
Subconsultants and Other Direct Costs																					
			Onshore Survey Services (Cedar Corp)							--	\$13,475	--	--								
			Offshore Survey Services (Cedar Corp)							--	\$25,300	--	--								
			Potholing Up to 4 Locations If Needed (Cedar Corp)							--	--	--	\$11,550								
			Existing Intake Condition Assessment (J. F. Brennan)							--	--	--	\$38,291								
			Environmental and Permitting Support Services (TRC)							--	\$27,555	--	\$42,295								
			Other Direct Costs							--	\$8,100	--	--								
Total Fee Upper Limit																					
			Total Fee Upper Limit (see Note 1)							--	\$217,964	--	\$294,668								

Notes: (1). The total fee upper limits shown for 2022 and 2023 may be shifted between 2022 and 2023 where possible or as needed to progress the work. This adjustment will be managed so as not to exceed the City's budgetary limits for 2022 and the total fee upper limit approved for the project's Phase 1 scope of services.



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Drawing and Staff Member for Task 2.6 - Preliminary Contract Drawings

Greeley and Hansen LLC

DRAFT July 2022

Sheet No.	Drawing No.	Drawing Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
GENERAL												
0	--	Cover and Index of Drawings	X	X	2	--	--	2	--	--	4	--
1	G1	General Notes and Abbreviations	X	X	2	--	--	8	--	--	4	--
PROCESS AND EQUIPMENT												
2	M1	Intake Plan and Profile – STA 0+00 (@ Crib) to 1000+00	X	X	2	1	--	8	--	--	10	--
3	M2	Intake Plan and Profile – STA 1000+00 to 2000+00	X	X	2	--	--	8	--	--	10	--
4	M3	Intake Plan and Profile – STA 2000+00 to 3000+00	X	X	2	--	--	8	--	--	10	--
5	M4	Intake Plan and Profile – STA 3000+00 to 4000+00	X	X	2	--	--	8	--	--	10	--
6	M5	Intake Plan and Profile – STA 4000+00 to 5000+00 (@ Low Lifts)	X	X	2	--	--	8	--	--	10	--
7	M6	Intake and Pipeline Details	X	X	2	1	--	8	--	--	10	--
8	M7	Crib Plans and Sections	X	X	2	1	2	8	--	--	10	--
9	M8	Crib Details	X	X	2	1	2	8	--	--	10	--
10	M9	Chlorination System Diagram, Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
11	M10	Chlorination Diffuser Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
12	M11	Access Manhole / Shore Well Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
13	M12	Piping and Equipment Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
STRUCTURAL												
14	S1	Structural Legend and Notes	--	X	--	--	--	--	--	--	--	--
15	S2	Demolition Plans, Sections, and Details	--	X	--	--	--	--	--	--	--	--
16	S3	New Plans, Sections, and Details	--	X	--	--	--	--	--	--	--	--
ELECTRICAL												
17	E1	Electrical Legend	X	X	--	--	--	--	2	--	4	--
18	E2	Diagrams, Schematics, and Schedules	X	X	--	--	--	--	8	--	8	--
19	E3	New Plan, Elevation, and Details	X	X	--	--	--	--	16	--	16	--
INSTRUMENTATION AND CONTROL												
20	N1	Instrumentation and Control Legend	X	X	--	--	--	--	--	6	8	--
21	N2	Process & Instrumentation Diagram	X	X	--	--	--	--	--	20	28	--
Subtotal Hours			--	--	28	8	12	106	26	26	192	0



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Specification and Staff Member for Task 2.7 - Preliminary Contract Specifications

Greeley and Hansen LLC

DRAFT July 2022

Spec No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
<u>DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS</u>											
00 11 13	Notice to Bidders	--	X	--	--	--	--	--	--	--	--
00 21 13	Instructions to Bidders	--	X	--	--	--	--	--	--	--	--
00 41 00	Bid Form	--	X	--	--	--	--	--	--	--	--
00 43 00	Bid Bond	--	X	--	--	--	--	--	--	--	--
00 45 49	Use of American Iron and Steel (UAIS) Requirement	--	X	--	--	--	--	--	--	--	--
00 51 00	Notice of Award	--	X	--	--	--	--	--	--	--	--
00 52 00	Agreement	--	X	--	--	--	--	--	--	--	--
00 55 00	Notice to Proceed	--	X	--	--	--	--	--	--	--	--
00 61 13	Performance Bond	--	X	--	--	--	--	--	--	--	--
00 61 16	Payment Bond	--	X	--	--	--	--	--	--	--	--
00 72 00	General Conditions	--	X	--	--	--	--	--	--	--	--
00 73 00	Supplementary Conditions	--	X	--	--	--	--	--	--	--	--
SC-A	Exhibit SC-A EJCDC Form	--	X	--	--	--	--	--	--	--	--
SC-B	Exhibit SC-B Prevailing Wage	--	X	--	--	--	--	--	--	--	--
00 90 00	Signatures and Seals	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 1 – GENERAL REQUIREMENTS</u>											
01 11 00	Summary of Work	X	X	1	--	--	2	--	--	--	--
01 26 00	Change Order and Work Order Procedures	X	X	1	--	--	2	--	--	--	--
01 29 00	Payments	X	X	1	--	--	2	--	--	--	--
01 29 50	Contract Items	--	X	--	--	--	--	--	--	--	--
01 31 00	Coordination and Meetings	X	X	1	--	--	2	--	--	--	--
01 32 17	Progress Schedule	X	X	1	--	--	2	--	--	--	--
01 33 00	Submittals	X	X	1	--	--	2	--	--	--	--
01 41 00	Regulatory and Special Requirements	X	X	1	--	--	2	--	--	--	--
01 42 00	References	X	X	1	--	--	2	--	--	--	--
01 44 00	Preconstruction Videos	X	X	1	--	--	2	--	--	--	--
01 45 00	Quality Control	X	X	1	--	--	2	--	--	--	--
01 45 50	Leakage Tests	X	X	1	--	--	2	--	--	--	--
01 50 00	Construction Facilities and Temporary Controls	X	X	1	--	--	2	--	--	--	--
01 60 00	Material and Equipment	X	X	1	--	--	2	--	--	--	--
01 71 23	Lines and Grades	X	X	1	--	--	2	--	--	--	--
01 73 29	Cutting and Patching	X	X	1	--	--	2	--	--	--	--
01 74 00	Cleaning	X	X	1	--	--	2	--	--	--	--
01 78 00	Contract Close Out	X	X	1	--	--	2	--	--	--	--
01 78 23	Operation and Maintenance	X	X	1	--	--	2	--	--	--	--



City of Ashland, Wisconsin



New Lake Superior Water Intake

Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Specification and Staff Member for Task 2.7 - Preliminary Contract Specifications

Greeley and Hansen LLC

DRAFT July 2022

Spec No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
<u>DIVISION 2 – EXISTING CONDITIONS</u>											
02 41 00	Demolition	X	X	1	--	--	2	--	--	--	--
02 50 00	Impacted Soil and Groundwater Management	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 3 – CONCRETE</u>											
03 30 00	Cast-In-Place Concrete	--	X	--	--	--	--	--	--	--	--
<u>DIVISION 5 – METALS</u>											
05 50 00	Metal Fabrications	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 6 – WOOD AND PLASTICS</u>											
06 13 00	Intake Crib	X	X	1	1	2	2	--	--	--	--
<u>DIVISION 26 – ELECTRICAL</u>											
26 05 00	Basic Electrical Materials and Methods	X	X	--	--	--	--	2	--	--	--
26 05 10	Electric Utility Coordination and Requirements	X	X	--	--	--	--	2	--	--	--
26 05 19	Wires and Cables – 600 Volts and Below	X	X	--	--	--	--	2	--	--	--
26 05 26	Grounding	X	X	--	--	--	--	2	--	--	--
26 05 33	Electrical Raceway Systems	X	X	--	--	--	--	2	--	--	--
26 05 43	Underground Electrical Distribution System	X	X	--	--	--	--	2	--	--	--
26 05 53	Electrical Identification	X	X	--	--	--	--	2	--	--	--
26 08 00	Electrical Testing Requirements	X	X	--	--	--	--	2	--	--	--
26 27 26	Wiring Devices	X	X	--	--	--	--	2	--	--	--
26 24 16	Panelboards	X	X	--	--	--	--	2	--	--	--
<u>DIVISION 31 – EARTHWORK</u>											
31 10 00	Site Clearing	X	X	1	--	--	2	--	--	--	--
31 23 16	Excavation	X	X	1	--	1	2	--	--	--	--
31 23 23	Backfilling	X	X	1	--	--	2	--	--	--	--
31 25 13	Erosion and Sediment Controls	X	X	1	--	--	2	--	--	--	--
31 41 00	Shoring, Sheeting and Bracing	X	X	1	--	--	2	--	--	--	--



City of Ashland, Wisconsin



New Lake Superior Water Intake

Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Specification and Staff Member for Task 2.7 - Preliminary Contract Specifications

Greeley and Hansen LLC

DRAFT July 2022

Spec No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>											
32 11 23	Base Courses	X	X	1	--	--	2	--	--	--	--
32 12 00	Asphalt Paving	X	X	1	--	--	2	--	--	--	--
32 90 00	Landscaping Work	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 33 – UTILITIES</u>											
33 05 13	Vaults and Manholes	X	X	1	--	--	2	--	--	--	--
33 05 50	Laying and Jointing Buried Pipelines	X	X	1	--	--	2	--	--	--	--
33 05 55	Buried Pipe and Fittings	X	X	1	1	--	2	--	--	--	--
33 05 70	Locating Buried Pipelines	X	X	1	--	--	2	--	--	--	--
33 13 00	Disinfection	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 40 – PROCESS INTEGRATION</u>											
40 05 01	Supports and Anchors	X	X	1	--	--	2	--	--	--	--
40 05 02	Chlorine Equipment	X	X	1	1	1	2	--	--	--	--
40 05 04	Pressure Switches	X	X	1	1	1	2	--	--	--	--
40 05 05	Gauges – Pressure and Vacuum	X	X	1	1	1	2	--	--	--	--
40 05 10	Erecting and Jointing Interior Piping	X	X	1	1	--	2	--	--	--	--
40 05 18	Miscellaneous Pipe and Fittings	X	X	1	--	--	2	--	--	--	--
40 05 20	Valves	X	X	1	1	--	2	--	--	--	--
40 05 30	Sluice and Sluice Gates	X	X	1	1	--	2	--	--	--	--
40 80 50	Process Control System Commissioning	--	X	--	--	--	--	--	--	--	--
40 90 00	Process Control System General Requirements	--	X	--	--	--	--	--	--	--	--
40 90 50	Process Control System Description	X	X	--	--	--	--	--	8	--	--
40 91 00	Process Control System Instruments	X	X	--	--	--	--	--	8	--	--
40 94 13	Process Control System Network Hardware	--	X	--	--	--	--	--	--	--	--
40 95 13	Process Control System Panel Enclosures and Equipment	--	X	--	--	--	--	--	--	--	--
40 96 15	Process Control System I/O List	X	X	--	--	--	--	--	8	--	--
40 98 50	Process Control System Factory Acceptance Testing	--	X	--	--	--	--	--	--	--	--
	Formatting and Compilation	X	X	--	--	--	--	--	--	--	8
Subtotal Hours		--	--	44	8	6	88	20	24	0	8



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Meeting and Staff Member for Task 5.1 - Meetings and Site Visits

Greeley and Hansen LLC

DRAFT July 2022

Meeting No.	Meeting Title	Purpose	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
MEETINGS										
1	Kickoff	To introduce team members, understand the City's goals and objectives, and discuss schedule lookahead	3.5	3	--	5.5	--	--	--	--
2	Port Authority Coordination	To meet with key agency staff, make them aware of the project, establish points of contact, and understand key requirements	2	1	--	3	--	--	--	--
3	WDNR Project Introduction	"	2	1	--	3	--	--	--	--
4	ACOE Project Introduction	"	2	1	--	3	--	--	--	--
5	PSCW Project Introduction	"	2	1	--	3	--	--	--	--
6	Crib Siting, Alignment, AACE Class 5 OPCCs	To gain consensus on a recommended crib site and arrangement; Review Class 5 OPPC for SDWLP ITA submittal.	3.5	3	--	5.5	--	--	--	--
7	Crib and Intake Sizing Evaluation	To discuss the intake sizing evaluation and gain consensus on a recommended size.	3.5	--	--	5.5	--	--	--	--
8	Crib and Intake Arrangement and Material	To discuss crib arrangement and crib / intake materials and gain consensus on the recommended arrangement / materials.	3.5	--	--	5.5	--	--	--	--
9	Intake Vertical Alignment and Construction Sequencing	To gain consensus on a recommended conceptual vertical alignment and key construction sequencing constraints.	3.5	--	--	5.5	--	--	--	--
10	WDNR Project Update	To meet with key agency staff and update them on the state of the project and the proposed infrastructure arrangement.	2	1	--	3	--	--	--	--
11	ACOE Project Update	"	2	1	--	3	--	--	--	--
12	PSCW Project Update	"	2	1	--	3	--	--	--	--
13	Preliminary Design Review	To review City comments on the Draft Engineering Report, Preliminary Contract Drawings, and Preliminary Contract	3.5	3	--	5.5	--	--	--	--
14	Funding Strategy	To discuss the AACE Class 4 OPPC development and funding alternatives, and to gain consensus on a proposed funding strategy.	3.5	3	--	5.5	--	--	--	--
SITE VISITS										
1	Site Visit 1	To validate record drawings for design purposes.	20	20	--	--	--	--	--	--
2	Site Visit 2	To validate field investigation data or additional record drawing information for design purposes.	20	20	--	--	10	10	--	--
Subtotal Hours in 2022			66	50	0	40	10	10	0	0
Subtotal Hours in 2023			12.5	9	0	19.5	0	0	0	0
Subtotal Hours			78.5	59	0	59.5	10	10	0	0

SUBJECT: Presentation from Millie Rounsville, Executive Director of Northwest Wisconsin Community Services Agency to Update Council on the Homeless Shelter Located at 2300 Lake Shore Drive West, Ashland (*Clerk*)

RECOMMENDATION: Presentation and Update

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:

1.	NWCSA Shelter Updates September 2022
----	--------------------------------------

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

It was Council's request to receive periodic updates regarding the homeless shelter as to its progress.

Millie Rounsville, Executive Director will be present to update Council and answer any questions they may have.

Northwest Wisconsin Community Services Agency, Inc.

SERVING THE COUNTIES OF ASHLAND, BAYFIELD, DOUGLAS, IRON AND PRICE

ADMINISTRATIVE OFFICE
1118 TOWER AVENUE
SUPERIOR, WISCONSIN 54880
Phone: 715-392-5127
Fax: 715-392-5511
www.Northwest-CSA.org



Millie Rounsville, *Chief Executive Officer*

ASHLAND COMMUNITY SHELTER UPDATE September 20, 2022

Since our last report

- Continued to increase the number of rooms occupied up to full 21 available.
19 rooms are being used while we finish renovations on the 2 ADA rooms
- Replaced all non-functioning windows/doors that were ordered upon property acquisition. We are still waiting for new front entrance door and French door to replace the sliding patio door.
- The laundry room for guests has been working well. Allowing the on-site laundry to be used for bedding, towels and turn overs. We replaced the stove, fridge and dishwasher in the kitchen.
- Property survey was completed so parking lot could be replaced. Entire lot was removed, manhole installed, grading completed and blacktop installed. We were able to bring parking lot to height of accessible rooms eliminating the need for a ramp.
- Wetland clean-up project being scheduled and awaiting play equipment to be delivered.

Highlights from HMIS Database

62 people/ 55 households served to date

- 6 fleeing domestic violence/14 with a history of domestic violence
- 56 adults and 6 children
- 39 white~18 native~1 black~4 reporting multiple races
- 28 male ~ 30 female~4 other
- 21 with a chronic health condition (14 physical disability/18 mental health disorder)
- 25 spent night prior in place not fit for human habitation
- 18 have no income/15 employed
- 52 have health insurance/38 receive food share
- 6 chronically homeless
- 39% exited successfully into permanent housing

SUBJECT: Approve Final Payment to Michels Corporation for the 2021 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1.	Short Elliot Hendrickson Application for Final Payment No. 5
2.	Sewer Overflow Update

EXPENDITURES REQUIRED: \$ 43,653.95 **Final Work Completed**

\$ **1,185,461.90** **Final Project Cost (Including Final Payment)**

AMOUNT BUDGETED: \$ 1,373,081.00 WI DNR Clean Water Loan
\$ 67,636.00 Fund 690 Fund Balance

APPROPRIATION REQUIRED: -\$0-

TREASURER'S CERTIFICATE: N/A

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

At the March 30, 2021 City Council meeting, Council approved to award the 2021 Sanitary Sewer Collection System Repairs Project to Michel's Corporation. The majority of the project was funded by the Wisconsin Department of Natural Resources (WI DNR) Clean Water Loan Program (CWLP). A requirement of the WI DNR CWLP is to pre plan specific project areas, which the City did in Fall 2020. The project specifically focused on sanitary sewer Districts 1, 2, 7 and 8, which previous studies have identified as significant contributors to infiltration and inflow (I&I) within the City of Ashland's sanitary sewer collection system. Some work was completed outside of these areas at the City's expense in the interest of expediently completing the repairs.

The project continued the City's use of Cure In Place Pipe (CIPP) technologies that began with the 2020 Sewer Rehab Project. CIPP allows for the trenchless rehabilitation of the existing sewer pipe by essentially creating a

new pipe within the existing main without the need for excavation or ground disturbing activity. The project resulted in repair/rehabilitation of 4.39 miles of sewer main and 31 manholes. The Wastewater Utility has documented evidence that this project, combined with other sewer repair/rehabilitation/replacement project have reduced the frequency of sewer overflows and residential sewer backups, as shown in the attached information sheet.

Requirements of the project included frequent testing of various sections of repaired pipe, assessing project quality and effectiveness. Results consistently revealed a high quality of work.

The Public Works Department recommends approval of final payment to Michel's Corporation of \$43,653.95 due for the 2021 Sanitary Sewer Collection System Repairs Project.



Building a Better World
for All of Us®

September 1, 2022

RE: **2021 Sanitary Sewer Collection System
Repairs – Districts 1, 2, 7 & 8**
Ashland, Wisconsin
SEH No. ASHLA 155364 73.00

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

Dear John:

Please find enclosed Application for Payment No. 5 and final from Michels Pipe Services; a division of Michels Corporation, for work performed on the referenced project. The pay application is in the amount of \$43,653.95, and releases all retainage in accordance with contract documents for all project work completed, through August 31, 2022. Also included are the following supporting documents:

- Change Order 5, rectifying the final contract amount to the total of final unit price items and adjustment to the final completion date
- Michels Final Invoice for reference
- Consent of Surety
- Confirmation Letter of Prevailing Wage Compliance
- Certificate of Insurance, with extended dates
- Contractor and Subcontractor Lien Waivers

We have reviewed the Application for Payment and recommend that payment be made as indicated.

If you have any questions, please contact me.

Sincerely,

Bryan Cunningham, PE
Project Manager

Enclosure

c: Willie Grams, Michels Pipe Services
x:\ae\ashla\155364\7-const-svcs\73-app-pymt\afp 4\afp 4 letter.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350
SEH is 100% employee-owned | **sehinc.com** | 715.236.4000 | 800.903.6970 | 888.908.8166 fax



Application for Payment (continued)

Application for Payment
(Unit Price Contract)
No. 5

Eng. Project No.: ASHLA 155364

Location: Ashland, Wisconsin

Contractor	<u>Michels Corporation</u>	Contract Date	<u>March 30, 2021</u>
	<u>817 Main Street</u>		
	<u>Brownsville, WI 53006</u>	Contract Amount	<u>\$ 977,358.00</u>

Contract for 2021 Sanitary Sewer Collection System Repairs - Districts 1,2, 7 & 8Application Date 6/1/22For Period Ending 5/31/22

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION	LS	1	1	\$18,000.00	\$18,000.00
2	TRAFFIC CONTROL	LS	1	1	5,240.00	\$5,240.00
3	SANITARY SEWER CLEANING AND CCTV INSPECTION	LF	19712	23102	3.50	\$80,857.00
4	PACKER INJECTION GROUTING OF REPAIR LOCATIONS IN 8-INCH, 15- INCH, 18-INCH, 21-INCH, AND 24- INCH SEWER PIPE	EACH	20		703.00	\$0.00
5	PACKER INJECTION GROUTING OF LATERAL REPAIR LOCATIONS FROM 8-INCH, 10-INCH, 12-INCH, 15- INCH SEWER PIPE	EACH	20		703.00	\$0.00
6	CHEMICAL GROUT	GALLON	100		11.00	\$0.00
7	INSTALL PRE-LINER	LF	1980		3.00	\$0.00
8	CONTINUOUS TEMPERATURE MONITORING AND DATA COLLECTION	LF	2105	1847	2.00	\$3,694.00
9	8-INCH SANITARY SEWER CIPP LINING	LF	15802	17235	18.00	\$310,230.00
10	15-INCH SANITARY SEWER CIPP LINING	LF	1582	1601	50.00	\$80,050.00
11	18-INCH SANITARY SEWER CIPP LINING	LF	223	834	114.00	\$95,076.00
12	21-INCH SANITARY SEWER CIPP LINING	LF	1466		69.00	\$0.00
13	24-INCH SANITARY SEWER CIPP LINING	LF	639	1847	108.00	\$199,476.00
14	CIPPLL 0 TO 5 FEET LONG	EACH	20		5,000.00	\$0.00
15	MANHOLE LINING	FT	187	419.25	416.00	\$174,408.00
16	INSTALL FRAME SEAL	EACH	22	31	620.00	\$19,220.00
17	TEMPORARY CONVEYANCE	LS	1	1	65,500.00	\$65,500.00
18	FELL TESTING OF CIPP INSTALLATION	LF	1980		15.00	\$0.00

Total Contract Amount**\$1,051,751.00**

Application for Payment (continued)

Total Contract Amount	\$ 977,358.00	Total Amount Earned	\$ 1,051,751.00
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No. 1		Percent Complete 100	23,048.50
Contract Change Order No. 2		Percent Complete 100	51,836.15
Contract Change Order No. 3		Percent Complete 100	58,826.25
Less Previous Applications:		GROSS AMOUNT DUE	\$ 1,185,461.90
AFP No. 1: 148,713.00	AFP No. 6:	LESS 0 % RETAINAGE	\$ 24,433.95
AFP No. 2: 235,214.30	AFP No. 7:	AMOUNT DUE TO DATE	\$ 1,185,461.90
AFP No. 3: 491,615.50	AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 1,141,807.95
AFP No. 4: 266,265.15	AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ 43,653.95
AFP No. 5: ###			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2021 Sanitary Sewer Collection System Repairs - Districts 1,2, 7 & 8, Ashland, Wisconsin, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date June 3, 2022 Michels Corporation
(Contractor)

COUNTY OF DUNGE)
STATE OF WISCONSIN) SS By Genette A. Zubrod Business Admin
(Name and Title) Manager

Before me on this 3rd day of June, 2022, personally appeared

Genette A. Zubrod known to be, who being duly sworn did depose and say that he is the Business Admin Manager (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein

My Commission expires 11/10/2025 Angela Moser
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

City of Ashland, WI

Short Elliott Hendrickson Inc.

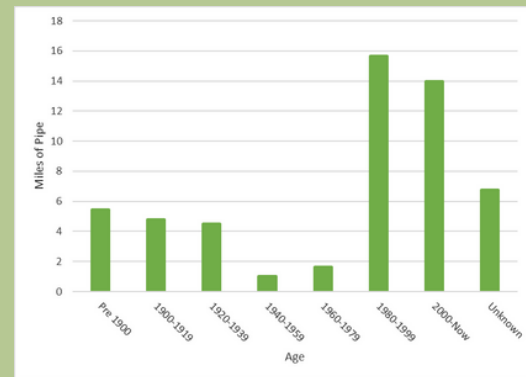
By _____
Date _____

By Bryan Cunningham
Date 9/1/22

SEWER OVERFLOW UPDATE

WHAT CAUSES A SANITARY SEWER OVERFLOW?

- Overflows are caused by surplus water getting into the sewer system and overwhelming existing infrastructure. Despite Ashland having separate storm and sanitary sewers, these are often caused by rain events. So how does rainwater enter the sanitary sewers?
- Ashland's water infrastructure is very old, and it allows rainwater in through flaws and damages. Think of how much water could come in through an improperly connected sump pump or roof drain, and how many cracks, or defects must be found in a system that dates back to pre-1900.



HOW MUCH RAIN IS GETTING IN?

- Ashland uses ~0.6 million gallons (MG) of water each day (About 1 Olympic swimming pool). Between the treatment plant and the detention pond, the city can handle up to 12.3 MG of water.
- An overflow does not occur until there is more than 11 MG (17 Olympic swimming pools) of rainwater entering the system through flaws and damages that have formed over the last 100+ years.
- Rain water in the system has been a problem for decades. The treatment plant was built in 1992 with an 8.5 MG detention pond in order to reduce the risk of overflows (shown in the aerial of treatment plant below).



WHAT DOES THE DETENTION POND DO?

- Contrary to popular belief, sanitary sewer overflow water is not untreated sewage. Because an overflow occurs from the detention pond, the water is actually partially treated and heavily diluted.
- The pond acts sort of like a septic tank or bioreactor. It allows solids to settle out and microbes to start breaking down contaminants.
- The detention pond was designed to minimize overflows and mitigate their effects, and it does that. But storms are getting more severe and the system is continuing to age, meaning the only real solution is to address the underlying cause and update the system.

HOW ARE BEACH CLOSURES RELATED?

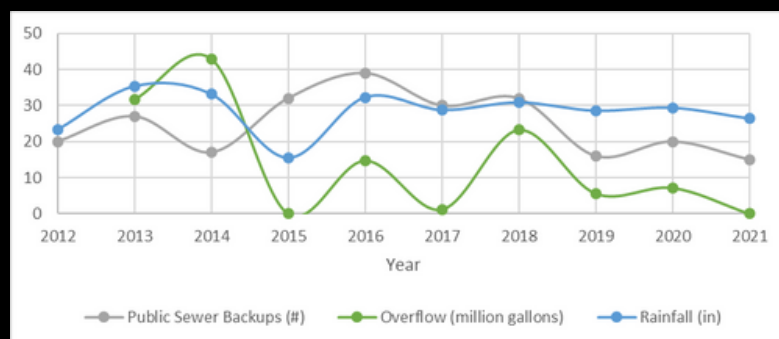
- Beach closures occur when routine testing comes back with a level of bacteria that is considered unsafe. Similar to overflows, this often coincides with heavy rain.
- This is an example of correlation rather than causation. Beach closures and overflows are related to weather patterns, but they are not related to each other.
- But if not overflows, where does this bacteria come from?
- According to genetic markers, mainly water fowl and upstream farmland. The bacteria found can be traced to animals, not people.



WHAT HAS BEEN DONE AND HAS IT HELPED?

Aging infrastructure cannot be fixed overnight, but the city has been working diligently to address the cause and end sewer overflows in Ashland. These efforts are planned to continue in coming years.

- Since 2019, 10-18 miles of sewer were cleaned each year for a total of 82.9% of the system. This reduces sewer backups and increases system capacity.
- In the last 3 years, 1.36 miles of sewer have been replaced (new pipe) and 10.41 miles have been rehabilitated (liner). That's nearly 20% of the system repaired, and no longer contributing rain water, in the last 3 years.



The efforts have mattered. Ashland has not had an overflow in two years and we have seen a major decrease in sewer backups.

SUBJECT: Approve a Combined Authorizing Resolution for the Department of Natural Resources Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs (*Parks & Recreation*) Roll

RECOMMENDATION: Approval of a Combined Authorizing Resolution for the Department of Natural Resources Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs.

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS:

1.	Proposed Resolution
2.	Ashland Readiness Plan 2021
3.	Urban Forestry Grants Application

EXPENDITURES REQUIRED: TDB

AMOUNT BUDGETED: 2023 CIP Fund 480 - \$10,000

APPROPRIATION REQUIRED: 2023 CIP Fund 480 - \$10,000

TREASURER'S CERTIFICATE: NA

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

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

SUMMARY STATEMENT:

The City is seeking approval of this resolution to apply for a 2023 WI DNR Urban Forestry Grant to implement the 2021 City of Ashland Emerald Ash Borer Readiness Plan. EAB was officially detected in the City of Ashland and Ashland County in May 2021.

This proposal will implement the following activities outlined in the EAB Readiness Plan which was approved by Ashland City Council in January 2021.

This grant will seek to accomplish the following activities:

- removal of 41 ash trees in poor condition,
- removal of an additional 10 trees in poor condition
- re-planting of 60 approved trees,
- inspection of 100 ash trees,
- treatment of 100 ash trees in good, fair or very good condition with emamectin benzoate;
- funding to have a City staff member obtain a pesticide applicators' license.

City staff will present a draft of the grant to council the day of the meeting.

The grant proposal is due October 3, 2022.

RESOLUTION No. 17697

COMBINED AUTHORIZING RESOLUTION FOR URBAN FORESTRY GRANT AND URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS

WHEREAS, the applicant, the City of Ashland, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED the applicant, the City of Ashland, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Sara AH Hudson, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

PASSED: September 27, 2022

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

City of Ashland Emerald Ash Borer Readiness Plan



Source: David Cappaert, Michigan State University, Bugwood.org

December 17, 2021

Prepared by:
Bluestem Forestry Consulting Inc.
Kelli Tuttle, President
49910 South Loop Road
Drummond, WI 54832
(715)739-6831

This document was funded in part by an urban forestry grant from the
State of Wisconsin Department of Natural Resources Forestry program as authorized under s.23.097 Wis. Stat.

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INTRODUCTION

While nobody can predict when the emerald ash borer will arrive in Ashland, it is assumed that the insect *will* arrive in Ashland in the near future. Currently, the insect has been confirmed in multiple locations in Wisconsin including nearby Sawyer and Douglas Counties as well as the Upper Peninsula of Michigan. Since EAB's first detection in Wisconsin in 2008, it has spread quickly throughout the state and the nation. By all appearances it is unstoppable and is spreading quickly. The City of Ashland is anticipating proactive measures before an infestation occurs to spread costs over time and maintain public safety.

Purpose of Readiness Plan

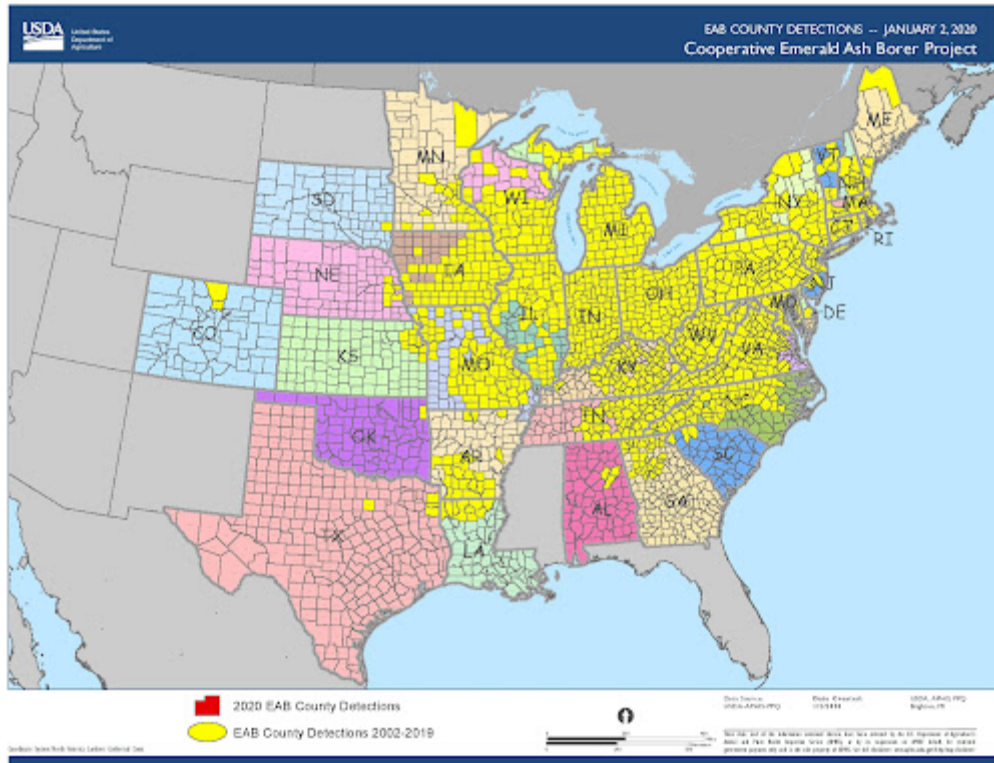
The purpose of this Emerald Ash Borer (EAB) readiness plan is to identify the essential personnel, resources, procedures, and fiscal resources to combat the Emerald Ash Borer in Ashland, Wisconsin. Thorough planning is the key to minimizing and mitigating the effects of EAB.

General Discussion of Emerald Ash Borer

History of the Emerald Ash Borer

The Emerald Ash Borer (*Agrilus planipennis*) is an exotic pest native to Asia that was identified in southeastern Michigan near Detroit in the summer of 2002. The adult beetles munch on ash foliage but cause little damage. The real damage is caused by the EAB larvae that feed on the inner bark of ash trees, disrupting the tree's ability to transport water and nutrients. It is suspected that the insect was initially introduced to the United States via solid wood packing material carried in cargo ships or airplanes originating in its native Asia.

The natural range of the emerald ash borer is eastern Russia, northern China, Japan, and Korea. Before June of 2002, it had never been found in North America. In its native environment EAB feeds on a variety of plant species but in the United States it feeds exclusively on the ash tree (*Fraxinus*). In its native range it is considered a minor pest and is controlled through natural measures. In the United States, it is known to attack green ash (*Fraxinus pennsylvanica*), white ash (*Fraxinus americana*), black ash (*Fraxinus nigra*) and blue ash (*Fraxinus quadrangulata*). It attacks both healthy and declining ash trees and has been known to attack and colonize branches as small as one inch in diameter. Since the first detection in 2002, EAB has been found throughout a large portion of the United States as well as Canada.



Current infestation map January 2, 2020

Description and Lifecycle of EAB

The Emerald Ash Borer adults are dark metallic green in color and belong to a group of wood boring beetles known as Buprestidae. Adults are approximately 1/2" long and 1/8" wide with very short antennae. The larvae are white in color with flattened segmented bodies and may grow to a length of one inch.

Adults emerge through the bark of ash trees in early summer, creating a D-shaped exit hole in the process. Adult emergence is thought to be staggered, beginning in May and peaking in late June. Adults live approximately 3 weeks and have been observed into August. Adults are most active during the daytime under warm, sunny conditions and can be seen feeding on the ash tree leaves. Mating occurs soon after emergence and females will begin to lay eggs about 2 weeks after emergence. A single female will lay between 60 and 90 eggs in her lifetime.

Eggs hatch in 1-2 weeks, and the tiny larvae bore through the bark and into the cambium - the area between the bark and wood where nutrient levels are high. As the larvae feed they wind back and forth, creating characteristic S-shaped or serpentine galleries in phloem and outer sapwood. The larvae feed under the bark for several weeks, usually from late July or early August through October. As mature larvae complete feeding they create a pre-pupal chamber in the outer bark or in the outer inch of wood and overwinter in this small chamber. Pupation occurs in spring and the new generation of adults will emerge in May or early June, to begin the cycle again on uninfested trees.

Unaided, the beetle is thought to move slowly through the landscape, approximately one mile annually, though the rate of spread varies by insect and host tree abundance. However, humans greatly accelerate the spread of the insect by moving infested nursery stock, firewood and logs to un-infested areas. Emerald ash borer movement into parts of Michigan outside of the Detroit area, Ohio, and Indiana has been the direct result of moving these ash products.

Ash Tree Identification

In North America, the emerald ash borer feeds exclusively on ash trees. The most commonly found ash within Ashland is green ash (*Fraxinus pennsylvanica*) and white ash (*Fraxinus americana*). There are many wood boring insects, but EAB will only attack ash trees. An ash tree is most easily identified by its opposite branching pattern (the leaves will grow opposite of one another at the same spot on the branch/twig) and compound leaves with 5-11 leaflets each. The leaflets will have minor serration (teeth) along their margins. The following photographs are representative of white ash bark and green ash leaves.



Source: Paul Wray, Iowa State University, Bugwood.org



Source: Paul Wray, Iowa State University, Bugwood.org

Signs and Symptoms

The symptoms associated with EAB infestations are very similar to those of other common ash pests or diseases, including other wood boring insects that attack ash trees. It is important to look for a combination of at least 2 or more symptoms before concluding that the borer may be present. EAB is extremely difficult to detect at low populations and by the time severe symptoms are evident the trees are generally heavily infested. Tree death is not instantaneous; it generally takes 2 to 3 years for a tree to die.

Local governments and residents are not expected to be able to diagnose EAB. They should call the Department of Agriculture Trade and Consumer Protection (DATCP) hotline number which is 1-800-462-2803.



Crown dieback: Trees begin to show dead branches throughout the canopy beginning at the top. Foliage at top of tree is thin and sickly. This photo represents severe, late-stage infestation most likely 2 years after infestation.

Source: Daniel Herms, The Ohio State University, Bugwood.org



Epicormic sprouting: Sprouting at the base or along the trunk of the tree. This is often referred to as suckering. This photo represents severe, late-stage infestation most likely 2 years after infestation.

Source: Michigan Department of Agriculture, Bugwood.org

D-shaped exit holes: As adults emerge from within the tree they create an exit hole approximately 1/8" in diameter that looks distinctly like a capital 'D.'

Increased woodpecker damage: Some older infestations have increased woodpecker activity as the birds try to feed on the EAB larvae. This usually occurs in the upper portions of the tree and may be accompanied by branch dieback.



Serpentine larval galleries: The larvae feed just underneath the bark of the ash tree. As the insect larvae feed they wind back and forth creating serpentine or s-shaped larval galleries.

Bark splitting: Vertical splits in the bark appear and are caused by callus tissues that form around larval galleries. Larval galleries can often be seen beneath the splits.

Presence of larvae or adults: The actual presence of the adult insect or of EAB larvae is confirmation of an infestation. Again, there are similar looking wood boring insects and DATCP will need to confirm an infestation.

Photo of serpentine larval galleries. Source: Toby Petrice, USDA Forest Service, Bugwood.org

Tree Inventory Findings

Based on inventory data collected by ArborPro during the fall of 2017, the following information regarding the ash tree population in Ashland has been determined:

- **710 ash trees were inventoried.**
- **580 ash are green ash, 112 are white ash and 18 were identified as blue ash.**
- **92.2% of ash are in fair, good or very good condition. Only 7.8% are in poor or very poor condition.**
- **140 ash are growing in parks and the remaining 570 are street trees.**
- **The inventory indicates 19 ash are recommended for removal based on defects unrelated to EAB.**
- **Average diameter of ash at breast height is 12.5 inches.**

PRE-EMERALD ASH BORER ACTIVITIES

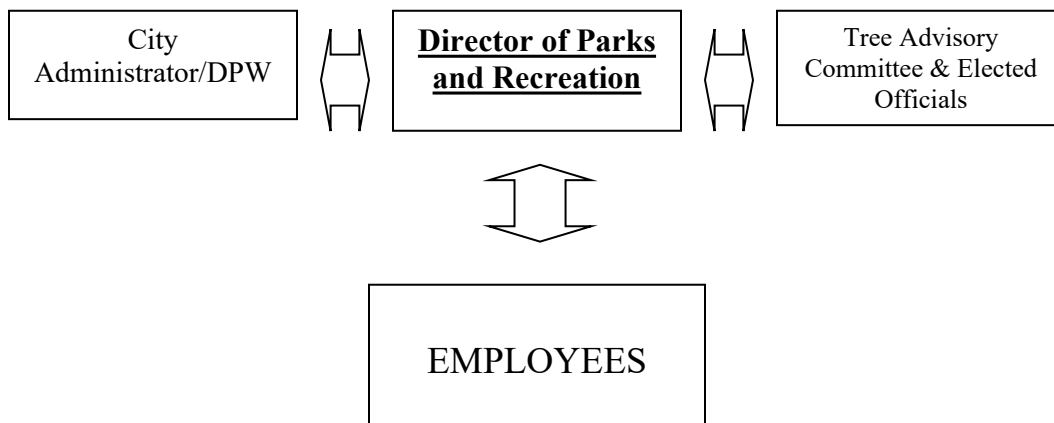
Establish Chain of Command

A successful action plan always has a designee who is charged with directing the response. This individual will essentially function as a 'point' for the entire City. They will coordinate all EAB related activities. This EAB project leader will have many responsibilities and duties. Some of these duties will include:

- Prioritizing and budgeting for tree removals, treatments and replanting
- Designating crew leadership and crew work duties
- Updating City administration and advisory board members
- Public and media outreach
- Education of public
- Enforcement of ordinances
- Coordination with state and local officials
- Coordinate staff training
- Purchase equipment as needed

Ashland has designated the Director of Parks and Recreation for this role. The Director of Parks and Recreation completes most of these actions currently and is well versed with existing budgets, equipment and staffing constraints. She also works closely with City officials and this relationship will continue when EAB is confirmed within Ashland. The tree advisory board will serve in an advisory capacity to the Director of Parks and Recreation and will specifically assist with public education and replanting fund raising. The Director of Parks and Recreation will also be the official Ashland contact when dealing with DATCP, DNR and other state officials.

For EAB related activities within Ashland, the following flowchart will apply:



Conduct Detection Surveys

With the tree inventory, Ashland has completed the first step of the survey process. Next, EAB/ash tree inspection should be conducted to note potential indicators of EAB activity within the City. There are several survey methods that can be utilized, but two methods in particular seem well suited to Ashland.

Visual Survey techniques include looking for outwardly visible signs/symptoms of EAB on ash trees by foot. Visual survey can be conducted systematically over a given area or by individually selecting trees thru the inventory. Taking into consideration Ashland's ash stocking level, number of employees and duties, it seems logical to survey only a portion of the ash tree population annually. It seems reasonable to inspect around 100 or 1/8th of the population annually. The main disadvantage of this survey method is that by the time visual symptoms of EAB are present, it usually means the infestation has been in the area for several years. However, it is the easiest and most economical means of survey and can be completed by City staff. This survey method should begin in 2022 and continue annually thereafter. The tree inventory database can be used for recordkeeping.



Larvae in small diameter branch. Photo courtesy of Ping Tree Service/IN DNR

Canopy Survey methods are employed when a closer look of the tree's canopy is warranted. For example, if a tree is identified thru the visual survey as exhibiting dieback and epicormic sprouting, the tree should be more thoroughly inspected. In the tree canopy, small windows on the trunk and branches can be peeled back using a drawknife, to look for EAB larvae.

The advantage of this method is that inspection occurs in the tree's canopy where EAB signs/symptoms first appear. The City does have a bucket truck and is equipped to complete this type of survey. If crew members find 2 or more symptoms of EAB on a tree they should call DATCP at 1-800-462-2803 and DATCP will assist with the inspection.

Decide to Remove or Chemically Treat Trees

The first essential question that arises when a community is making decisions regarding EAB is whether to maintain an ash component within their urban forest. Simply put, the options that exist are:

- ✓ *Remove all ash from the public urban forest*
- ✓ *Save all ash thru the use of chemical treatments*
- ✓ *Treat a portion of trees deemed significant and remove the remaining ash trees*

There are pros and cons to each choice:

Removing all ash from the public forest (and replanting):

- | | |
|---|---|
| Pro: Costs are definitive and finite | Con: High initial cost |
| Pro: No long term costs | Con: A unique species is lost to the forest |
| Pro: Wise replanting selections can be chosen | Con: Mature trees are replaced with small trees |

Save all ash thru the use of chemical treatments:

- | | |
|--|---|
| Pro: Ash remains a component of forest | Con: Long term treatment costs are incurred |
| Pro: Public is generally supportive | Con: Additional staff needed for monitoring |
| Pro: Large trees continue contributing to forest | Con: The use of chemicals may be ongoing |

Remove a portion of trees and treat a portion of trees:

- | | |
|--|--|
| Pro: Ash remains a component of forest | Con: Trees may always need treatment |
| Pro: Reduces high initial removal costs | Con: Long term treatment costs are incurred |
| Pro: Only trees in good condition retained | Con: Public disapproval of decision criteria |

Identify Significant Ash Trees Suitable for Chemical Treatment

It is ambitious for a community to chemically treat 710 ash trees for an indefinite number of years. A very rough estimate of cost of treatment using Tree-äge™ (Emamectin benzoate) via Arborjet is \$8/inch of tree diameter on an every-other year basis. To treat 710 trees would roughly cost \$35,000 annually. In the long-term, it is more economical to simply remove and replant ash. It is a one-time upfront fee that is dealt with and over quickly. However, considering how important a component ash is to Ashland's city forest (the trees name is in the name of ASHland), it is reasonable to treat a smaller number of significant trees.

Reduce Ash Tree Volume

Once infested with EAB, ash trees typically decline and die over a period of 2-3 years depending upon insect volume. The burden of dealing with volumes of dead and dying trees within a short period of time can place an enormous strain on community budgets, personnel, and resources. The City of Ashland can take small steps now to prepare for and manage for the arrival of this pest.

Ashland should take the pro-active approach of removing non-infested, but otherwise compromised ash as a way to minimize the impacts when EAB arrives. The relative advantages and disadvantages of preemptive vs. reactive removals include:

Preemptive Removal: Removing ash trees that are not infested with EAB.

Pros:	Cons:
*Opportunity to spread removal costs over a longer time frame *Reduces issue of dealing with many dead and/or hazardous trees at one time. *Opportunity to start replanting process immediately *Greater flexibility in organizing work schedules *Ability to utilize ash wood for products or use it as a local source of firewood	*Immediate impacts to tree canopy and aesthetics *Removing healthy ash may create negative feelings within the community *Does not factor in research that may find an effective control for ash

Reactive Removal: Removing ash trees which are either infested with EAB or dead

Pros:	Cons:
*Delayed impacts to tree canopy and aesthetics *Less negative public perceptions *Delayed budgetary impacts until EAB arrives *Further EAB research may offer effective control, minimizing needs for removal	*Budget and staff impacts will be more severe once EAB arrives in Ashland *Replanting funds may not be available due to extreme removal costs *Inability to keep up with removals increases risk from standing dead trees *Bigger waste stream to manage

The most logical method to reduce ash volume initially is to remove ash trees identified through the inventory as in poor condition or dead. A tree identified as in very poor or poor condition is most likely considered a high risk tree regardless of EAB and therefore has an associated liability. Any tree, dead or alive, which has the potential to entirely or partially fail and impact a target, can be considered a hazard. A target can be a vehicle, building or a place where people gather (Source: Urban Tree Risk Management Guide, USDA Forest Service: www.na.fs.fed/us/spfo/pubs/uf/utrm). Dead or dying ash trees, whether weakened/killed by EAB or not, pose a risk to public safety and therefore a potential liability for communities if left standing. There are 19 ash trees in poor or very poor condition.

Communities faced with EAB infestation within 1-2 years have begun removing and replanting small diameter (1-8") ash trees prior to infestation. Replanting in these locations is occurring simultaneously with the removals so that the impact of the removal on residents is lessened. The removal of small diameter ash trees is relatively easy and less expensive than large trees and it is a good opportunity to spread the expense of replanting over a longer time period. Ashland has 115 ash trees in the 1-8" dbh category. It would be advisable to remove and replant these smaller diameter trees after recommended removals are completed.

EAB infestation has been confirmed in Wisconsin in many counties and in the Upper Peninsula of Michigan. Ashland is quite close to current, active infestations. Due to the size of the current infestations and the general philosophy that there are more infestations throughout the state that have not been found yet, it seems reasonable to begin this activity immediately following removal of poor/very poor/dead trees.

The following activities are recommended for the City of Ashland

Activities to be Completed in 2022:

Complete removals from inventory (19 trees)
Remove ash in poor condition (41 trees)
Re-plant trees (60 trees)
Ash tree inspections (approximately 100 trees)
Staff member obtain pesticide applicators license

Activities to be Completed in 2023:

Remove one-half of ash trees 1-8" dbh (57 trees)
Re-plant trees (57 trees)
Ash tree inspections (approximately 100 trees)
Staff member obtain ISA Certified Arborist certification

Activities to be Completed in 2024:

Remove one-half of ash trees 1-8" dbh (58 trees)
Re-plant trees (57 trees)
Ash tree inspections (approximately 100 trees)

Chemical Treatment of Ash (Date TBD)

Treat one-half of ash in good, fair or very good condition (267)
*using emamectin benzoate

An estimate has been prepared that outlines the costs of the yearly items above.

2022 Activities

Activity	In-House or Contract	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Remove ash trees recommended for removal in inventory	In-house	19	5 days for a 3 - 4 person crew	Avg dbh = 8.6" Crew removes 4 daily, including stump grinding.
Remove ash trees in poor condition	In-house	41	14 days for a 3 - 4 person crew	Avg dbh = 16.6" Crew removes 3 daily, including stump grinding.
Re-plant trees	Purchase From Supplier; Plant In-House	60	Trees = \$10,500; 6 days for a 2 person crew	Trees = \$175/each; Crew plants 10 daily
Ash tree inspections	In-house	approximately 100	2 days for Arborist	
Staff member obtain pesticide applicators license	n/a	n/a	varies	

**TOTAL STAFF
HOURS**

80 days

**TOTAL CONTRACT
COST**

\$10,500

~ Equipment costs not included.

~Trees under/around utility lines should be completed/cleared to a safe distance by utility organization.

~Expect to purchase a potted 1.5-2.0" caliper tree for this price.

~Average crew wage = \$50/hour including benefits.

2023 Activities

Activity	In-House or Contract	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Remove one-half of ash trees 1-8" DBH	In-house	57	9 days for a 3 - 4 person crew	Avg dbh = 7.0" Crew removes 6 daily, including stump grinding.
Re-plant trees	Purchase From Supplier; Plant In-House	57	Trees = \$9,975; 6 days for a 2 person crew	Trees = \$175/each; Crew plants 10 daily
Ash tree inspections	In-house	approximately 100	2 days for Arborist	
Staff member obtain ISA Certified Arborist certification	n/a	n/a	varies	

TOTAL STAFF HOURS/COST* **45 days**

TOTAL CONTRACT COST **\$9,975**

~ Equipment costs not included.

~Trees under/around utility lines should be completed/cleared to a safe distance by utility organization.

~Expect to purchase a potted 1.5-2.0" caliper tree for this price.

~Average crew wage = \$50/hour including benefits.

2024 Activities

Activity	In-House or Contract	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Remove one-half of ash trees 1-8" DBH	In-house	58	9 days for a 3 - 4 person crew	Avg dbh = 7.0" Crew removes 6 daily, including stump grinding.
Re-plant trees	Purchase From Supplier; Plant In-House	58	Trees = \$10,150; 6 days for a 2 person crew	Trees = \$175/each; Crew plants 10 daily
Ash tree inspections	In-house	approximately 100	2 days for Arborist	

**TOTAL STAFF
HOURS/COST***

45 days

**TOTAL CONTRACT
COST**

\$10,150

~ Equipment costs not included.

~Trees under/around utility lines should be completed/cleared to a safe distance by utility organization.

~Expect to purchase a potted 1.5-2.0" caliper tree for this price.

~Average crew wage = \$50/hour including benefits.

Chemical Treatment of Ash Costs (Date TBD)

Activity	In-House or Contract	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Treat 1/2 ash in good, fair or very good condition	In-House	267	\$2,000 (equipment) +\$26,000 chemical 18 days/1 person	Avg dbh - 12.5" Crew member will need certification Cost is \$8/diameter inch 15 treatments/day/person

TOTAL STAFF HOURS/COST*	18 days
TOTAL CONTRACT COST	\$28,000

Staff Training

The City of Ashland has adequate staff and equipment to complete most activities in-house. But, this plan recommends two specific certifications be obtained as they gear up for EAB.

- One or more staff members needs to obtain Pesticide Applicator certification. This will enable city staff to treat the trees that will be preserved. Emamectin benzoate is a restricted use pesticide and so the applicator certification is needed. It is much more cost efficient to complete this task in-house. More information can be found at: <https://fyi.extension.wisc.edu/pat/>
- One staff member should also become an International Arborist Association Certified Arborist. This is a very good general certification if you are caring for municipal trees. Information on this program can be found at: <https://www.isa-arbor.com/Credentials/Types-of-Credentials/ISA-Certified-Arborist>

Community Education

It would be educationally beneficial to distribute the findings of this report to residents. This is most likely to be effective through a direct mailing and through posting on the City website. Information to be discussed includes:

- Numbers of actual ash trees found in Ashland's inventory
- Ash identification tips
- Assistance to landowners in locating ash trees on their properties
- Removal of unhealthy and other ash trees in anticipation of the EAB's arrival
- Chemical treatment options and the City treatment plan
- The City focus of boulevard and park trees (not in private yards)
- Replanting efforts
- Reporting to the EAB hotline number
- Beware of hucksters selling tree treatment
- FAQs

This is a great precursor to the arrival of EAB. It would also be beneficial to develop a FAQ sheet for callers and interested individuals. Additionally, preparing a press release for print and live media would be advisable.

Chemical Treatment of Trees

As discussed above, some City owned ash trees are good candidates for preservation through chemical treatment. Treatment may also be a good option for individual homeowners who wish to save their boulevard or yard trees.

An estimated cost for treatment of the trees recommended for preservation was obtained and the best industry recommendations at this time are for treatment of trees using Tree-age™

(Emamectin benzoate) via the Arborjet delivery system. This treatment option has proven to be very effective, reasonably priced and necessary only every other year. The best statewide site for pesticide use and treatment can be found at the University of Wisconsin Cooperative Extension Entomology website at:

www.entomology.wisc.edu/emeraldashborer/

Private Ash Trees

The majority of a community's trees are typically located on private property. In most cases, the responsibility for tree removal on private property will be that of the property owner. In situations where a hazardous condition exists on a private tree with the potential to impact a public right-of-way, Ashland should promptly address the issue. Ashland provides for the City to, in effect, condemn a tree through the nuisance provisions of their ordinances. Inspection will need to be completed on private property as safety issues arise. Again, while the City will not be removing trees on private property, the City marshalling yard will most likely be accepting wood from private trees. In regards to ash disposal, Ashland needs to be aware that they will be dealing with their own trees, but will likely be disposing of at least some private trees also.

Wood Utilization

The City of Ashland will be looking at a large amount of ash debris including boles, branches and grindings. Something will need to be done with this debris. Fortunately, Ashland has the advantage of being home to a large bio-mass fueled power plant. Midwest Companies supplies bio-mass fuel to the Excel Energy power plant in Ashland. Midwest Companies is located in the far East end of Ashland, only a few blocks from the public works facility. Ashland is perfectly positioned to rid itself and earn a small bit of money from its ash waste including that deposited at the city owned marshalling yard by private homeowners.

Marshalling Yard Location

A marshalling yard is a disposal site whose purpose is to help prevent ash wood which could house the EAB from being transported out of a quarantined area. Marshalling yards allow municipalities, tree service companies, utilities and private individuals to drop off ash material for disposal and processing to slow artificial spread of EAB. The City currently has such a site at their public works facility on East 6th Street. The site is currently used for wood debris disposal and so is well known to residents. The city will not need to house any of its own wood, as it can all be delivered immediately to Midwest Companies. Because Midwest Companies is so close, a large yard may not be necessary for Ashland. Use the current site unless it becomes overburdened at which time consider using the old landfill for temporary storage.

Replanting Strategies

The City of Ashland will lose 175 ash trees due to EAB. While it is not always appropriate or feasible to replant all trees that are removed, replanting a portion of these trees will be an important component in Ashland's urban forest.

Replanting is one of the most often delayed or eliminated forestry operations. It takes quite a sum of money and staff-hours to replant large numbers of trees. However, the ultimate cost savings that trees generate is enormous. Some proven benefits of trees include:

"The net cooling effect of a young, healthy tree is equivalent to ten room-size air conditioners operating 20 hours a day."—*U.S. Department of Agriculture*

"Landscaping can reduce air conditioning costs by up to 50 percent, by shading the windows and walls of a home." — *American Public Power Association*

"If you plant a tree today on the west side of your home, in 5 years your energy bills should be 3% less. In 15 years the savings will be nearly 12%." —*Dr. E. Greg McPherson, Center for Urban Forest Research*

"A mature tree can often have an appraised value of between \$1,000 and \$10,000." —*Council of Tree and Landscape Appraisers*

"In one study, 83% of realtors believe that mature trees have a "strong or moderate impact" on the salability of homes listed for under \$150,000; on homes over \$250,000, this perception increases to 98%." —*Arbor National Mortgage & American Forests*

"Landscaping, especially with trees, can increase property values as much as 20 percent."—*Management Information Services/ICMA*

"One acre of forest absorbs six tons of carbon dioxide and puts out four tons of oxygen. This is enough to meet the annual needs of 18 people."—*U.S. Department of Agriculture*

"Trees properly placed around buildings can reduce air conditioning needs by 30 percent and can save 20 - 50 percent in energy used for heating."—*USDA Forest Service*

"Trees can be a stimulus to economic development, attracting new business and tourism. Commercial retail areas are more attractive to shoppers, apartments rent more quickly, tenants stay longer, and space in a wooded setting is more valuable to sell or rent."—*The National Arbor Day Foundation*

"Healthy, mature trees add an average of 10 percent to a property's value."—*USDA Forest Service*

"The planting of trees means improved water quality, resulting in less runoff and erosion. This allows more recharging of the ground water supply. Wooded areas help prevent the transport of sediment and chemicals into streams."—*USDA Forest Service*

"In laboratory research, visual exposure to settings with trees has produced significant recovery from stress within five minutes, as indicated by changes in blood pressure and muscle tension."—*Dr. Roger S. Ulrich Texas A&M University*

There are three keys to proper tree planting:

1. Diversity. The urban forest should be comprised of a variety of tree species that have a varied growth habits and longevities. A single species should comprise no more than 10% of the total tree population and a single tree family (oak family, maple family, etc.) should comprise no more than 20% of the total tree population. This is the single best method to lessen the impact of disease or insect infestations.

2. Right Tree, Right Place. One of the most important aspects of tree planting is selecting the proper tree species for the planting location. If there are overhead utilities, make certain the species you are selecting is appropriately sized to avoid interfering with power lines. If a boulevard is only 5 feet in width, do not plant an oak which may reach 3 feet in diameter and cause sidewalk and curb heaving. Choose an appropriately sized tree for the planting site. If it is a medium sized boulevard (5-6) feet choose a medium sized tree such as Turkish filbert. Large boulevards can accommodate large trees such as oak, maple and linden. Other factors to consider include light requirements, mature height and root growth habits. Selecting and planting the right tree for the right location will ensure its survival and success for years to come (see Attachment 2).

3. Proper Planting and Mulching. Many trees do not survive due to improper planting techniques such as planting too deeply, digging the hole too small and not backfilling correctly. Incorrect mulching, most often seen as volcano mulching (piling the mulch too high around the tree), can cause many growth problems from inadequate water uptake to trunk rot. Be sure to follow established WI DNR planting guidelines (found at <http://dnr.wi.gov/forestry/UF/index.htm>). The goal is 100% survival of newly planted trees and planting correctly is the path to get there. The city crew has been planting trees in-house for a number of years and has an exceptionally high survival rate. For best results, continue planting in-house.

Ashland will be replanting large numbers of trees in a short time frame. It is important to diversify the forest as much as possible to help mitigate the effects of disease and insects. The general population guidelines are to plant not more than 20% of any one genus and not more than 10% of any one species. One illustration is to plant not more than 20% maple and not more than 10% of sugar maple. This will help assure that if there is a population crash, large portions of the populations will not be lost.

The type of planting is best determined by the available site. General guidelines are as follows:

Under power lines: small growing trees (not to exceed 20' in height upon maturity)

Boulevard size from 4-6' in width: medium growing trees (measuring 30-40' in height upon maturity)

Boulevard size 6' or greater in width: large growing trees (measuring 40' or greater in height upon maturity)

It is recommended that no boulevard under 4' in width be planted due to the restricted growing conditions.

Ashland has a USDA hardiness zone rating of 4.

The following are some species recommended for planting in the City of Ashland (partially compiled from: Alternative to Ash Trees: Commercially Available Species and Cultivars by Dr. Laura G. Jull, Department of Horticulture, University of Wisconsin-Madison).

Large to medium-sized Trees

Celtis occidentalis: common hackberry, zone 3b, native to eastern and central U.S., Canada, and Wisconsin, vase-shaped when young becoming rounded with drooping branches, moderate to fast growth rate, 50-70' tall, 40-60' wide, corky, warty looking bark, small, pea-sized, purplish-black fruit in fall, adaptable to most soils and pH, tolerates dry, sandy, rocky, and compact, heavy clay soils, slow to establish, plant in spring, drought, urban, wind, and wet soils tolerant, but sensitive to salt, susceptible to hackberry nipple gall on leaves, witches' brooming of twigs, resistant to DED, sensitive to Dicamba herbicides used near tree, branches tend to break in storms, prone to included bark formation, need to train to develop good branch structure

'Chicagoland': broad pyramidal form with upright branches, 55' tall, 40' wide, forms a straight central leader, rich green leaves, yellow fall color, warty bark

'Windy City': upright, spreading form, straight, central leader, fast grower

Corylus colurna: Turkish filbert, hardy to zone 4b, native to southeastern Europe and western Asia, broad, pyramidal form, formal looking even with age, dense, coarse texture, 40-50' tall, 20-25' wide, no fall color, scaly to corky, gray-brown bark, long, pendulous catkins in early spring are showy, may produce nuts, difficult to transplant, heat, urban, and drought tolerant, once established, sensitive to salt

Ginkgo biloba: ginkgo, maidenhair tree, hardy to zone 4b, native to eastern China, living fossil, found in fossil records dating back 150 million years ago, deciduous gymnosperm, pyramidal when young, becoming wide-spreading with age to upright, slow grower, 50-80' tall, 30-60' wide, very interesting, fan-shaped leaves, golden-yellow fall color, dioecious (separate male and female flowers produced on separate plants), female trees produce smelly, messy fruit, but not until 20 years old, so plant male cultivars only, tolerant to most soils and pH, prefers a sandy, deep soil, difficult to transplant, plant in spring, heat, salt, urban, and drought tolerant, no pests

'Autumn Gold': broadly pyramidal, symmetrical form, 45' tall, 35' wide, golden yellow fall color, male, no fruit, good, uniform branching

'Fairmount': dense, upright, pyramidal form, straight central leader, male, no fruit

'Halka': broadly pyramidal becoming oval, 45' tall, 40' wide, bright yellow fall color, male, no fruit

'Golden Globe'[™]: broad, rounded form, 60' tall, 40' wide, slightly faster growth rate, male, no fruit, dense form, golden yellow fall color, Zone 5

'Magyar': upright form, 50' tall, 30' wide, bright yellow fall color, male, no fruit

'PNI 22720' (Ashland Sentry)[®]: narrow pyramidal, upright form, 50' tall, 20-30' wide, bright yellow fall color, male, no fruit

'Saratoga': compact, dense, rounded form, with straight central leader, 20-30' tall, 15-20' wide, pendulous leaves, soft yellow fall color, slower and smaller than other ginkgos, male, no fruit

'Shangri-La'[®]: moderately pyramidal form, 45' tall, 25' wide, slightly faster growth rate, bright yellow fall color, male, no fruit

'Windover Gold'[®]: upright, oval form, 40-60' tall, 30-40' wide, golden yellow fall color, strong grower, male, no fruit

'Woodstock' (Emperor)[™]: uniform, oval form, strong, central leader, good branching, male, no fruit

Gleditsia triacanthos var. inermis: thornless honeylocust, hardy to zone 4a, native to central U.S. and southern Wisconsin (thorny type native, not var. *inermis*), fine texture, fast growing, vase-shaped form becoming flat-topped, spreading branches, open, 50-70' tall, 40-50' wide, early, bright golden-yellow fall color, no thorns, dioecious (separate male and female flowers produced on separate plants), female plants produce long, twisted, black pods that make a

slippery, litter mess, tolerant to most soils and pH, tolerant to compacted, heavy clay soil, drought, salt, and urban tolerant, tolerant to periodic flooding, susceptible to leaf hoppers, plant bug, cankers, sunscald on trunk, high maintenance pruning, tends to develop co-dominate branches, can break in storms

'Christie' (Halka™): broad, oval to rounded form, 40' tall, 40' wide, horizontal branches, some pods, fast growing, yellowish fall color

'Emerald Cascade': irregular, weeping form with pendulous branches, grafted, 16' tall, male, no pods

'Harve' (Northern Acclaim®): symmetrical, upright, spreading form, 45' tall, 35' wide, yellow fall color, male, no pods, developed in North Dakota, hardy to zone 3b

'Impcole' (Imperial®): rounded form, symmetrical, wide-spreading, with good branching, 35' tall, 35' wide, seedless but can throw a few pods, susceptible to leaf hoppers and plant bug

'Moraine': uniform, rounded crown with vase-shaped branching, male, no pods, older cultivar

'PNI 2835' (Shademaster®): vase-shaped to rounded, irregular form, 45' tall, 35' wide, uniform, ascending branches, occasionally, some trees may produce pods

'Skycole' (Skyline®): broadly pyramidal form, ascending branches with wider crotch angles, 45' tall, 35' wide, develops a strong, central leader better than any other cultivar, male, no pods, bright golden yellow fall color

'Suncole' (Sunburst®): irregular, oval form, 40' tall, 35' wide, 8" of new leaves are bright yellow then fades to green, yellowish fall color, susceptible to leaf hoppers, plant bug, and canker, male, no pods

True Shade®: broadly oval form, 40' tall, 35' wide, wider branch angles, yellow fall color, faster grower, male, no pods

'Wandell' (Perfection™): develops a good crown at a younger age, 35' tall, 30' wide, dark green leaves, male, no pods

Gymnocladus dioica: Kentucky coffeetree, hardy to zone 4a, native to central U.S., southern Ontario, and Wisconsin (scattered distribution), vase-shaped form with upright branches becoming irregular and open, 50-75' tall, 40-50' wide, slow to moderate grower, coarse texture in winter with sparse branching when young, lacy texture when in leaf, yellow fall color, large, bluish-green leaves, ashy-gray, deeply furrowed bark with exfoliating plates, dioecious (separate male and female flowers produced on separate plants), females produce thick, sausage-like, pendulous pods, that can be a litter problem along with the leaf rachis in fall, adaptable to most soils and pH, slow to establish, tolerates compacted, heavy clay soil, salt, drought, periodic flooding, and urban conditions, no pests, can look a bit "gauntly" when young due to sparse branching

'Espresso': oval to vase-shaped form with arching branches, 50' tall, 35' wide, large, blue-green leaves, yellowish fall color, male, no pods, newer cultivar

'J.C. McDaniel' (Prairie Titan™): oval to vase-shaped form, 50' tall, 35' wide, large, blue-green leaves, yellowish fall color, male, no pods, newer cultivar

Phellodendron amurense 'Macho': Macho Amur corktree, hardy to zone 3b, native to northern China and Japan, broadly vase-shape, upright form, 40' tall, 30' wide, ascending branches, thick, dark green leaves, yellowish-green fall color, male, no fruit, corky bark when older, adaptable to most soils and pH, slow to establish, urban tolerant, moderate salt tolerance, no pests, shallow roots, low branching, avoid female trees as they produce invasive seeds

Quercus bicolor: swamp white oak, hardy to zone 4a, native to eastern U.S. and Wisconsin, pyramidal when young, becoming broad, rounded, wide-spreading with age, 50-60' tall, 50-60' wide, slow to moderate growth rate, easier to transplant than bur oak, prefers acidic to neutral pH, but will tolerate a bit higher, but at very high pH, it will get chlorotic, adaptable to most soils including heavy clay, tolerant to wet soil, drought, and urban conditions

Quercus macrocarpa: bur oak, hardy to zone 3a, native to eastern and midwestern U.S. and Wisconsin, pyramidal when young, becoming very wide-spreading, rounded, 70-80' tall, 60-80' wide, slow growing, coarse texture, deeply furrowed bark, no fall color, adaptable to most soils and pH, drought and urban tolerant, difficult to transplant

***Quercus* × *macdenielli* 'Clemon's'**: Heritage® oak, hardy to zone 4, hybrid of *Q. robur* × *Q. macrocarpa*, broadly pyramidal becoming oval form, 60-80' tall, 40-50' wide, dark green, glossy leaves, no fall color, mildew resistant, vigorous, zone 4

Quercus* × *schuettei: swamp bur oak, hybrid of *Q. bicolor* × *Q. macrocarpa*, broad, rounded form, 75' tall, 70' wide, faster growing, better tolerance to high pH and easier to transplant, may be susceptible to leaf/twig galls, zone 3b

Tilia americana: American linden, basswood, hardy to zone 3a, native to northeast and central U.S., Canada, and Wisconsin, pyramidal when young becoming upright-oval with age, 60-80' tall, 40-50' wide, fragrant, pale yellow flowers in early summer, small nutlet fruit attached to bract, large, heart-shaped leaves, prefers a deep, fertile soil, pH adaptable, easy to transplant, tolerant to wetter soils, sensitive to salt and air pollution, susceptible to Japanese beetle, linden borer, gypsy moth, basal and stem rots, sunscald on bark, tends to sucker at base, can break in storms, prone to included bark formation and narrow, branch crotch angles, girdling roots

'Bailey' (Front Yard®): broadly pyramidal when young becoming rounded and dense, symmetrical form, 60-75' tall, 40' wide

'Boulevard': narrowly pyramidal form, 50' tall, 25' wide, ascending branches, yellow fall color

'DTR 123' (Legend®): broadly pyramidal form, 40' tall, 30' wide, well-spaced branches, thicker leaves, single leader, yellow fall color

'Lincoln': pyramidal, compact, dense form, 40' tall, 25' wide, upright branches, dark green leaves, yellow fall color

'Mckentry' (American Sentry™): symmetrical, pyramidal form with straight central leader, 45' tall, 30' wide, better branch angles, lighter gray bark, yellow fall color

***Tilia* 'Redmond'**: Redmond linden, hardy to zone 4, hybrid of *T. americana* × *T. × euchlora*, pyramidal to oval form, upright branches with terminal leader above the foliage, reddish stems and buds, can sucker at base, 50-70' tall, 30-40' wide, fragrant, pale yellow flowers in early summer, small nutlet fruit attached to bract, large, heart-shaped leaves

Tilia tomentosa: silver linden, hardy to zone 4b, native to southeastern Europe and western Asia, broad-pyramidal form becoming upright-oval, formal looking, dark green leaves with silvery-white undersides, pale yellow flowers in summer, small nutlet fruit attached to a bract, no fall color, prefers a deep, fertile soil, but is adaptable, pH adaptable, easy to transplant, more heat, drought, and urban tolerant than other lindens, does not tolerate poorly-drained, compacted soils, same pests as American linden

'PNI 6051' (Green Mountain®): broadly pyramidal to oval form, 50' tall, 35' wide, dark green leaves with silvery undersides, yellowish fall color, prone to included bark formation

'Wandell' (Sterling®): broadly pyramidal form, 45' tall, 35' wide, green leaves with silvery undersides, yellowish fall color, prone to included bark formation

Ulmus americana: American elm (DED resistant cultivars), hardy to zone 3a, native to eastern and central U.S., Canada and Wisconsin, all have vase-shaped form with pendulous branches, 70-80' tall, 60-70' wide, yellow fall color, adaptable to most soils and pH, tolerant to

compacted, heavy clay soils, easy to transplant, tolerant to periodic flooding, salt, urban, air pollution, and drought tolerant, pest prone

- 'New Harmony' (from U.S. National Arboretum): broad, vase-shaped form, arching branches, good form, easier to grow
- 'Princeton': large, leathery leaves, vase-shaped form, more resistant to elm leaf beetle
- 'Valley Forge' (from U.S. National Arboretum): broad, vase-shaped form with arching branches, 70' tall, 70' wide, wild looking form and branching, vigorous, needs training

***Ulmus* hybrids:** hybrid elms, most are hardy to zone 4-5, all Dutch elm disease resistant, needs pruning in nursery to develop good form, adaptable to most soils and pH, tolerant to compacted, heavy clay soils, moderate salt tolerance, drought, urban, and air pollution tolerant

- 'Cathedral' (UW-Madison intro): hybrid of *U. japonica* × *U. pumila*, broadly vase-shaped, spreading form, 40-50' tall, 40-60' wide, prone to elm leaf beetle, zone 4
- 'Frontier' (from U.S. National Arboretum): hybrid of *U. carpinifolia* × *U. parvifolia*, broadly oval form, 35' tall, 25' wide, ascending branches, glossy, small, dark green, glossy leaves, late, burgundy fall color, can get elm leaf beetle, Zone 5
- 'Homestead' (from U.S. National Arboretum): hybrid of *U. pumila* × (*U. × hollandica* × *U. carpinifolia*), upright, narrow to oval form, 55' tall, 35' wide, upright, arching branches, prone to elm leaf beetle, fast growing, Zone 4b
- 'Morton' (Accolade®) (from Morton Arboretum): hybrid of *U. japonica* × *U. wilsoniana*, vase-shaped form with arching branches, 70' tall, 60' wide, resistant to elm leaf beetle, vigorous, resistant to elm leaf beetle, dark green, glossy leaves, zone 4
- 'Morton Glossy' (Triumph™) (from Morton Arboretum): hybrid of *U. 'Morton Plainsman'* × *U. 'Morton'*, upright oval to vase-shape, 55' tall, 45' wide, very glossy, dark green leaves, good form, some elm leaf beetle, excellent drought tolerance, zone 4
- 'Morton Plainsman' (Vanguard™) (from Morton Arboretum): hybrid of *U. japonica* × *U. pumila*, rounded, vase-shaped form, 45' tall, 40' wide, glossy, dark green leaves, prone to elm leaf beetle, zone 4
- 'Morton Red Tip' (Danada Charm™) (from Morton Arboretum): complex hybrid of (*U. japonica* × *U. wilsoniana*) × *U. pumila* vase-shape form with arching branches, 70' tall, 60' wide, reddish new leaves, new leaves, prone to elm leaf beetle, zone 4
- 'Morton Stalwart' (Commendation™) (from Morton Arboretum): complex hybrid of *U. 'Morton'* × (*U. pumila* × *U. carpinifolia*), upright, oval form, 60' tall, 50' wide, zone 5
- 'New Horizon' (UW-Madison intro): hybrid of *U. japonica* × *U. pumila*, upright, compact form, 50' tall, 25' wide, dark green leaves, wide crotch angles, susceptible to verticillium wilt, zone 3b
- 'Patriot' (from U.S. National Arboretum): complex hybrid of *U. wilsoniana* × *U. pumila* × *U. carpinifolia* × *U. glabra*, stiffly upright branches, narrow, vase-shape form, 50' tall, 40' wide, dark green leaves, straight central leader, zone 5
- 'Pioneer' (from U.S. National Arboretum): hybrid of *U. glabra* × *U. carpinifolia*, rounded form, 50' tall, 50' wide, dark green, glossy leaves, prone to elm leaf beetle, zone 5
- 'Regal' (UW-Madison intro): complex hybrid of *U. carpinifolia* × (*U. pumila* × *U. × hollandica*), upright, pyramidal form, 50-60' tall, 30' wide, prone to double leaders and narrow crotches, stiff branches, zone 4

***Ulmus japonica* 'Discovery':** Discovery Japanese elm, hardy to zone 3, native to Japan and Asia, upright, vase-shape, compact form, 35-40' tall, 35-40' wide, resistant to DED and elm leaf beetle, yellow fall color

Small Sized Trees (suitable for growing under power lines)

Amelanchier × grandiflora: apple serviceberry, hardy to zone 3a, native hybrid of downy and Allegheny serviceberry, multi or single-stemmed tree to large shrub, upright to irregular form, no suckers, 15-30' tall, 15-25' wide, produces bronze to purplish-red, fuzzy leaves in spring that turn smooth and green, white flowers in early spring, edible fruit in June, smooth, gray bark, yellowish-orange to red fall color, can develop chlorosis at high pH, prefers loamy soil, does poorly in poorly drained soils, difficult to transplant, plant in spring

'Autumn Brilliance': upright, spreading form, 20-25' tall, 15' wide, orange-red fall color, leaf spot resistant, multi-stemmed

'Cole's Select': upright, spreading form, 15-20' tall, 15' wide, multi-stemmed, orange-red fall color, leaf spot resistant, thicker, glossier leaf

'Forest Prince': oval form, 20' tall, 15' wide, red-orange fall color

'Princess Diana': wide spreading form, 15-20' tall, 15' wide, multi-stemmed, red-orange fall color, leaf spot resistant

'Robin Hill': upright, open form, 20-30' tall, 15-20' wide, flowers pink in bud open to pale pink fading to white, red fall color, single-stemmed

Amelanchier laevis: Allegheny serviceberry, hardy to zone 4a, native to eastern and central U.S., Canada, and Wisconsin, upright form, single or multi-stemmed tree, 15-25' tall, 15-20' wide, can sucker, produces white flowers in early spring, bronze to purplish-red new leaves in spring that turn green, edible fruit in June, orange to reddish-bronze fall color, prefers moist, loamy soils, does poorly in poorly drained soils, difficult to transplant, plant in spring

Cumulus®: upright, open form, 20-30' tall, 15' wide, orange-red fall color, minimal suckering, single-stemmed

'JFS-Arb' (Spring Flurry®): upright, oval form, 30-35' tall, 20' wide, orange fall color, single-stemmed, straight central leader, newer cultivar

'Rogers' (Lustre®): upright, open form, 20-30' tall, 15-20' wide, orange-red fall color, minimal suckering, single-stemmed

'Snowcloud': upright, oval form, 25' tall, 15' wide, scarlet fall color, single-stemmed

Cornus mas: Corneliancherry dogwood (more of a boulevard tree), hardy to zone 4b, native to Europe and western Asia, bright yellow flowers in early spring, long lasting, fruit is in summer and is bright red changing to dark purple and becoming edible, but tart, adaptable to most soils, but prefers rich soils, pH adaptable, easy to transplant, tolerates partial shade, straight species is sensitive to drought, but cultivars are more tolerant, sensitive to salt, no pest problems, hardy to zone 4b

'Golden Glory': narrow, upright form, 20-25' tall, 10' wide, much better form and darker green, glossy, thicker leaves, more flowers and fruit, good substitute to invasive tall hedge buckthorn!

'Pyramidalis': upright, pyramidal to upright form, 20' tall, 10-15' wide, dark green leaves

Crataegus crus-galli var. inermis: thornless cockspur hawthorn, hardy to zone 4a, native to eastern and central U.S., Canada, and Wisconsin, multi-stemmed tree, broad, spreading, horizontal, low branches, flat-topped crown, 20-30' tall, 20-35' wide, adaptable to most soils and pH, difficult to transplant, plant in spring, drought, salt, and urban tolerant, susceptible to cedar quince rust (on fruit) or cedar hawthorn rust (leaves), this variety has no thorns, white flowers in late spring, deep red fruit in early to mid fall that drops creating a litter problem, bronzy-orange to reddish fall color, dark green, leathery, spoon-shaped leaves

'Cruzam' (Crusader®): rounded form, 15' tall, 15' wide, thornless, bright red fruit, orange fall color

Crataegus phaenopyrum: Washington hawthorn, hardy to zone 4b, native to eastern U.S. and Canada, multi-stemmed tree, vase-shaped to broadly oval form, horizontal, low branches, 20-

30' tall, 20-25' wide, adaptable to most soils and pH, difficult to transplant, plant in spring, tolerant to poor, sandy soils, drought and urban tolerant, moderate salt tolerance, susceptible to cedar quince rust (on fruit) or cedar hawthorn rust (leaves), has long, sharp thorns, white flowers in late spring to early summer, showy, persistent, glossy, bright-orange-red fruit fall to winter

'Westwood I' (Washington Lustre®): rounded, upright form, 20-25' tall, 20-25' wide, has fewer thorns than species, vigorous

***Crataegus viridis* 'Winter King'**: Winter King hawthorn, hardy to 4b, native to eastern U.S., vase-shaped to rounded, wide-spreading form, horizontal, low branches, adaptable to most soils and pH, difficult to transplant, plant in spring, drought and urban tolerant, moderate salt tolerance, less susceptible to cedar hawthorn rust but can get cedar quince rust on fruit, white flowers in late spring, very showy, bright orange-red, persistent fruit from mid fall to winter, silvery-gray bark that exfoliates on the trunk revealing orange inner bark, has few if any thorns, yellowish-purple fall color

Maackia amurensis: Amur maackia, hardy to zone 4a, native to Manchuria, vase-shaped to rounded form, upright, arching branches, 20-30' tall, 20-30' wide, slow grower, silvery and fuzzy leaves in spring turn olive-green and smooth, coppery-green to bronzish-brown, slightly exfoliating bark, off-white flowers in summer, small pods in fall, tolerant to most soils and pH, roots fix atmospheric N, tolerant to poor, infertile soils, urban and salt tolerant, prone to included bark formation, needs pruning when young, no pests, not invasive

'Starburst': upright, vase-shaped form with rounded crown, 25-30' tall, 20' wide, dark green leaves

Summertime®: upright, rounded form, 18-20' tall, 12-15' wide, white flowers in summer

***Malus* spp.**: flowering crabapple, most are hardy to zone 4a and are hybrids with parents originating from Asia, Europe and U.S., size and form are quite variable, adaptable to most soils and pH, prefers low nitrogen to decrease disease susceptibility, drought and urban tolerant, apple scab resistant species and cultivars listed below and have smaller fruit, some cultivars prone to suckering and watersprouts on branches

White Flowers/Red Fruit

'Adirondack': narrow, upright form, 18' tall, 10' wide, persistent fruit

'Guinzam' (Guinevere®): rounded form, 8-10' tall, 10' wide, persistent fruit

'Jewelcole' (Red Jewel®): upright, pyramidal form, 15' tall, 12' wide, persistent fruit, can get fireblight

'Kinarzam' (King Arthur®): upright, rounded form, 12' tall, 10' wide, can sucker from base

'Sutyzam' (Sugar Tyme®): upright, spreading, oval form, 18' tall, 15' wide, persistent fruit

Malus baccata 'Jackii': Jackii crabapple, hardy to zone 3, rounded form, 20' tall, 20' wide, glossy leaves, zone 3

Malus sargentii: Sargent crabapple, low, spreading form, 8' tall, 12' wide, alternate bearing, persistent fruit

'Select A' (Firebird®): rounded, spreading form, 7' tall, 9' wide, persistent fruit, bears annually, persistent fruit

'Tina': small, rounded, dwarf form, 5' tall, 6' wide, slow growing

Malus × *zumi* var. *calocarpa*: redbud crabapple, rounded, spreading form, 20' tall, 24' wide, persistent fruit

White Flowers/Yellow Fruit

'Bob White': dense, rounded form, 20' tall, 20' wide, persistent fruit, but is a watersprouter

'Cinzam' (Cinderella®): dwarf, rounded to upright form, 8' tall, 5' wide, persistent fruit

'Excazam' (Excalibur™): upright form, 10' tall, 8-10' wide, good form

'Hargozam' (Harvest Gold®): upright, oval form, 22' tall, 18' wide, persistent fruit, may get some scab
'Lanzam' (Lancelot®): compact, upright, dense form, 8-10' tall, 8' wide, persistent fruit
'Ormiston Roy': broad, rounded form, 20-25' tall, 25' wide, furrowed, orangish bark, yellow fruit with a rosy blush turn orange-brown after a hard frost

Pink or Reddish Flowers/Red to Purplish-Red Fruit

'Camzam' (Camelot™): rounded form, 10' tall, 8' wide, pinkish-white flowers, burgundy-green leaves, persistent fruit
'Malus sargentii' 'Candymint': low, spreading, horizontal form, 10' tall, 15' wide, purple tinted foliage becoming bronze-green
'Canterzam' (Canterbury™): rounded, compact form 10' tall, 8-10' wide, light, pinkish-white flowers
'Cardinal': irregular, spreading form, 16' tall, 22' wide, dark purplish-red, glossy leaves
'JFS-KW5' (Royal Raindrops®): upright, spreading form, 20' tall, 15' wide, cutleaf, purple leaves, orange-red fall color, persistent fruit
'Orange Crush': spreading form, 12-15' tall, 12-15' wide, bronze to purplish-green leaves
'Parrisi' (Pink Princess®): low, spreading form, 8' tall, 12' wide, purple leaves become bronze-green
'Prairifire': upright, spreading to rounded form, 20' tall, 20' wide, slower growing, purple leaves become reddish-green
'Prairie Maid': rounded to spreading form, 20' tall, 25' wide, burgundy tinged leaves in spring, but is a watersprouter
'Purple Prince': rounded form, 20' tall, 20' wide, purple leaves become bronzish-green,
'Coral Cascade': semi-weeping form, 15' tall, 20' wide, white flowers, coral fruit,
'Louisa': graceful weeper, 15' tall, 15' wide, pink flowers, fruit are yellow turning orange-brown, not showy or persistent
'Luwick': graceful, low weeper, 7' tall, 14' wide, deep pink buds open to light pink to whitish flowers, bright red fruit
'Manbeck Weeper' (Anne E.®): wide spreading, horizontal weeper, 10-12' tall, 10-12' wide, white flowers, cherry-red fruit, persistent fruit, is difficult to find, but is one of the nicest crabs
'Molazam' (Molten Lava®): broadly weeping form, 14' tall, 20' wide, white flowers, bright red fruit

Pyrus calleryana: callery pear, hardy to zone 4b, native to China and Korea, upright, pyramidal to oval form, 25-35' tall, 20-30' wide, adaptable to most soils and pH, drought, urban, and salt tolerant, can get fireblight, fast grower, dark green, glossy, leathery leaves, late, reddish-orange to purple fall color, white flowers in mid spring, small, brown, rounded fruit

'Aristocrat'®: pyramidal form with open branching, 35' tall, 25' wide, yellow to red fall color but is inconsistent for fall color, wider branch crotch angles
'Autumn Blaze': rounded form, 30' tall, 25' wide, earlier, bright red to purplish fall color, wide crotch angles, less prone to included bark formation
'Cambridge': upright, narrowly pyramidal form, 35' tall, 15' wide, bright orange fall color
'Capital': narrow, columnar form, 30' tall, 12' wide, reddish-purple fall color, susceptible to limb breakage in storms, susceptible to fireblight, zone 5
'Cleveland Select' or 'Glenn's Form' (Chanticleer®): formal, upright, narrowly pyramidal form, 25-30' tall, 15' wide, late orangish to reddish fall color, not as good as other cultivars for fall color, rarely produces fruit
'Redspire': pyramidal, dense, symmetrical form, 35' tall, 25' wide, yellow to reddish fall color or none at all, susceptible to fireblight, slower grower
'XP-005' (Trinity®): broadly oval to rounded form, 30' tall, 25' wide, glossy, lighter green leaves, orange-red fall color

Syringa reticulata: Japanese tree lilac, hardy to zone 3a, native to Japan and Manchuria, upright with a rounded to oval form, 20-25' tall, 15-20' wide, no fall color to yellowish, reddish-brown, shiny bark, creamy-white, large flowers in early summer that do not smell like lilacs but rather like a privet, tends to flower heavily every other year, adaptable to most soils and pH, easy to transplant, salt and urban tolerant, susceptible to bacterial blight and verticillium wilt, resistant to mildew

'Elliott' (Snowcap™): upright, more compact form, 15-20' tall 10-12' wide, uniform branching, thick, dark green leaves, good form

'Golden Eclipse': upright, compact form, 18-24' tall, 8-14' wide, new leaves in spring emerge green with a darker center, the edge of the leaf gradually turns bright gold with the dark green center remaining

'Ivory Silk': over used, upright, spreading becoming oval to rounded, 20' tall, 15' wide, susceptible to bacterial blight

'Summer Snow': broad, rounded, compact form, 20' tall, 15' wide, good form, glossy, dark green leaves

'Williamette' (Ivory Pillar™): upright, pyramidal, narrower form, 20-25' tall, 10-15' wide

Viburnum lentago: nannyberry viburnum, tree form, hardy to zone 2, native to northeastern and Midwestern United States and into Canada, upright with arching branches, 15-20' tall, 8-10' wide, white flower clusters in spring, rose pink fruit that turns blue-black.

SUMMARY

This plan has one primary goal: preparation. Experience has shown that communities who develop a readiness plan and begin the preparation phase will have a much easier time managing their infestation. This plan gives Ashland a head start on EAB activities. Ashland is now armed with the knowledge of:

- The location of their publicly owned ash trees
- An estimate of the time and money required to manage EAB
- Equipment and staffing needs
- Public education strategies
- Resources available for information and assistance

Planning saves money and time. And while this process will not be easy, cheap or fast, with planning and attention to detail, it can be done well.

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SUBJECT: Approve a Resolution to Issue a Conditional Use Permit (CUP) to Operate Two Short-Term Vacation Rentals at 309 Main Street East, Parcel No. 201-01340-0000, Zoned City Center. Applicant: Anna Morley and Scott Johnson (*Planning & Development*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Approved Unanimously by Plan Commission Sept. 20th 2022

EXHIBITS:

1.	Proposed Resolution
2.	Staff Report - Plan Commission Meeting, September 20, 2022
3.	309 Main St. E - Aerial Map
4.	Conditional Use Permit Application Cover Letter, 7/30/2022
5.	Notification of a Conditional Use Permit Letter, 8/31/2022
6.	309 Main St. E - CUP Neighbor Letter Range

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Conditional Use Permit proposal is consistent with the comprehensive plan as this would be utilizing an existing structure within the downtown for a new purpose related to tourism.

SUMMARY STATEMENT:

The applicants are proposing two short-stay vacation rentals above a currently unoccupied commercial space on the East side of Main St.

Please see Staff Reports attached.

RESOLUTION No. 17696

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO OPERATE TWO SHORT-TERM VACATION RENTALS AT 309 MAIN STREET EAST, PARCEL NO. 201-01340-0000, ZONED CITY CENTER. APPLICANT: ANNA MORLEY AND SCOTT JOHNSON

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

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to operate two short-term vacation rentals at 309 Main Street East, Parcel No. 201-01340-0000, zoned City Center; and

WHEREAS, the Plan Commission held a Public Hearing on September 20, 2022 and has recommended approval of the Conditional Use Permit with the following conditions:

- Applicant shall provide one off-street parking space per room offered for occupancy.
- Applicant shall pave all off-street parking spaces.
- Short term rental units shall not be occupied by the same renters for more than 10 consecutive days.
- A 24/7 contact for the property shall be within 30 miles of the property in case of emergency while the unit(s) are being rented for short-term stays.

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

PASSED: September 27, 2022

Alderperson

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

FOR APPLICANT:

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

Applicant (Print and signature)

Date



STAFF REPORT

Plan Commission – September 20, 2022

Agenda Item:	Conditional Use Permit (CUP) to operate two short term rentals
Applicant(s):	Anna Morley & Scott Johnson
Property Owner(s):	Anna Morley & Scott Johnson
Parcel No:	201-01340-0000
Address:	309 Main Street E
Zoning District:	City Center (CC)

Background

Anna Morley and Scott Johnson are requesting review and approval of a proposal to operate two second floor short term rental units in an existing structure at 309 Main St. E. The units will be rented using various vacation rental apps. If the short-term rentals are unsuccessful, the owners intend to rent the units as long-term rentals. The applicants are seeking a lessee to operate a commercial business in the first floor unit of the structure.

The site includes two off-street parking spaces, and the applicant is considering using remaining lot space for additional parking. The applicants are not proposing any alterations to the exterior of the structure or building footprint at this time.

Short-term rentals are regulated by City's UDO, defined as "Lodging establishment: short stay or extended stay". This lodging use require a Conditional Use Permit (CUP) in the City Center (CC) zoning district (UDO 4.17, B.2.b.(8)).

Standards for Review

Standards for review are detailed in UDO 3.9 D.1.- 5. and outlined with staff analysis below.

1. Consistency with Comprehensive Plan.

This project is consistent with the vision of the Comprehensive Plan. The proposed use is in an aging structure which has been vacant for several years. The proposed use supports the Plan's objective to re-use vacant buildings in downtown and commercial areas.

The proposed use will offer increased lodging options for tourists to the area. Short-term rentals in the downtown area will support increased economic activity and support local small businesses.

2. Project Compatibility

The proposed use supports the intent of the City Center District regulations and the Comprehensive Plan's visions for downtown. This use will increase pedestrian traffic, complement and support downtown commercial development, and increase the mixture of uses in downtown Ashland (UDO 4.17, A.).

3. Importance of Services to the Community

There is local and regional demand for short-term rental uses. Short-term rentals near Ashland's downtown will bring tourists and support economic activity in the city.

4. Neighborhood Protections

Notice of the CUP request was sent to neighboring properties August 31, 2022. Surrounding the property, commercial uses are predominant. Short-rental uses are compatible with uses in the downtown's mixed-use area.

5. Conformance with Other Requirements

"Lodging establishment: short or extended stay" uses require one off-street parking space per room offered for occupancy. The applicants will provide two off-street parking spaces. Additional on-street parking is available nearby.

Besides paving parking areas, all alterations to the property will occur on the interior of the existing structure at this time.

6. Other Factors

Separate zoning approvals are necessary for future development of the first floor of the building.

Review Recommendation

Staff recommends APPROVAL of the applicants' requested Conditional Use Permit to operate two second floor short term rental units in the existing structure at 309 Main St. E (Parcel #201-01340-0000), subject to the following conditions:

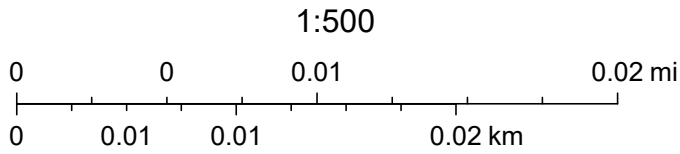
- 1) Applicant shall provide one off-street parking space per room offered for occupancy.
- 2) Applicant shall pave all off-street parking spaces.
- 3) Short term rental units shall not be occupied by the same renters for more than 10 consecutive days.
- 4) A 24/7 contact for the property shall be within 30 miles of the property in case of emergency while the unit(s) are being rented for short-term stays.

309 Main St. E - Aerial View



9/1/2022, 3:44:34 PM

 Parcel Mapping
Parcel Labels



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

CONDITIONAL USE PERMIT APPLICATION COVER LETTER

7/30/2022

City of Ashland
Department of Planning & Development
601 W Main Street, Ashland, WI 54806

To: Department of Planning and Development,

We, Anna Morley and Scott Johnson, are applying for a Conditional Use Permit to create two upstairs apartments at 309 Main Street E, Ashland, WI. We plan to use them for vacation rentals (air bnb, VRBO, etc) as well as vacation units for our family. If the vacation rentals aren't successful, we would turn them into long-term rentals.

These apartments are currently under construction and we are hoping they will be ready to rent by some time in September or the 1st of October, 2022. We have attached current pictures. We have acquired all of the necessary building permits and have been working closely with Steve Schraufnagel.

We are working hard to create two beautiful, well-constructed spaces that people will want to visit and/or live in. We both grew up coming to Lake Superior and have dreamed of having a property on or near it. After buying this property we have also grown to love Ashland. We hope that our vacation rentals provide a beautiful place for people to come enjoy everything that Ashland and Lake Superior have to offer. Further, when people come to visit, we will have information on our favorite local spots. We want to encourage our guests to visit many of the great local shops, restaurants, and outdoor spaces within Ashland.

Lastly, we plan to transform the main level space on Main Street. We have several ideas. They include: a microdistillery, an ice cream shop, or a gift shop where we would sell local goods. We are in the very early stages of researching and planning.

Thank you for considering our application.

Sincerely,

Anna Morley and Scott Johnson



8/31/2022

RE: Notification of a Conditional Use Permit application for a property near your property.

Dear Neighbor,

The City of Ashland is writing to notify you that Anna Morley & Scott Johnson have applied for a Conditional Use Permit (CUP) to operate two short term rentals at 309 Main St. E, parcel #201-01340-0000, zoned City Center (CC). **Please see the attached cover letter for additional details.**

The City of Ashland welcomes your input on this CUP, and invites you to appear before the Plan Commission with any comments at the Public Hearing scheduled for **Tuesday, September 20, 2022 at 6:30 pm** in person at the City Hall Council Chambers or via Go To meeting. You can join the meeting on a computer, smartphone or tablet using the link: <https://meet.goto.com/124086653>. You can also join via phone at United States (Toll Free): [1 877 309 2073](tel:18773092073) using Access Code: 124-086-653.

If you have any questions, concerns, or would like more information prior to the meeting, or are unable to attend the meeting, please feel free to send comments or questions to Mandelyn Lyons at 715-682-7041 or mlyons@coawi.org. If you want to submit written comments to our office to be shared at the public hearing ahead of time please send them to 601 Main Street W, Ashland, WI 54806 attn: Planning Dept.

Sincerely,

Mandelyn Lyons
Department of Planning and Development
Administrative Assistant & Permit Technician

Email: mlyons@coawi.org
Phone: 715.682.7041

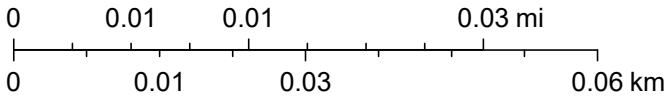
309 Main St. E - CUP Neighbor Letter Range



8/22/2022, 11:00:15 AM

-  Override 1
-  Parcel Mapping
- Parcel Labels

1:1,128



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