



Take notice that a meeting of the Ashland City Council will be held on Tuesday, April 18, 2023 in- person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually. Meeting will begin at 6:00 PM to consider and act upon the following agenda.

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

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

Tuesday, April 18, 2023 Ashland City Council Meeting Agenda

1. CALL TO ORDER

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

2. OATH OF OFFICE FOR ELECTED COUNCILORS

3. APPROVAL OF AGENDA

4. ELECTION OF COUNCIL PRESIDENT

A. Accept Nominations from the Floor

B. Close Nominations

C. Vote by Secret Ballot

5. APPROVAL OF MINUTES

A. March 28, 2023 City Council and Committee of the Whole Meeting Minutes

6. CITIZEN PARTICIPATION PERIOD

7. MAYOR'S REPORT

A. Announcements

B. Appointments

C. Recognition of Retiree Rick Olivo

8. CONSENT AGENDA

A. Miscellaneous Minutes



- B. Approve Moment of Silence or Invocation as required by Chapter 51.06 City Council Procedure, Ashland City Ordinances**
- C. Approve to Move Forward with the Development of the City of Ashland Trails Master Plan for Recreational Use (*Parks and Recreation Director*)**

9. OLD BUSINESS

- A. Approve an Ordinance to Amend Chapter 165 (2021-1945) Comprehensive Fee Schedule, Exhibit 1, Ashland City Ordinances Regarding Commercial Construction Permits and Demolition Permits (*Planning Director*) Roll**
- B. Approve a Resolution to Submit Wisconsin Department of Natural Resources (WDNR) Grant Applications for Financial Aid for Recreation Purposes: WDNR Stewardship Grant, WDNR Recreational Boating Facilities Grant and WDNR Recreation Trails Program (*Parks and Recreation Director*) Roll**

10. NEW BUSINESS

- A. Approve a Resolution to Designate the Official City Newspaper (*Clerk*) Roll**
- B. Approve a Resolution to Designate Public Depositories (*Clerk*) Roll**
- C. Approve to Reaffirm and Accept the Nine Tools of Civility (*Mayor*) Roll**
- D. Approve to Accept Bid from Jake's Excavating & Landscaping, LLC, Award a Contract for the 2023 MacArthur Avenue Reconstruction Project, and Approve Change Order No. 1 (*Public Works*) Roll**
- E. Approve to Accept a Confirmation of Client Request for Services between Cedar Corporation and City of Ashland for the 2023 MacArthur Avenue Reconstruction Project (*Public Works*) Roll**
- F. Approve to Enter into a Professional Services Agreement with Baker Tilly for Review of Utility Administrative Processes (*Public Works*) Roll**
- G. Approve an Ordinance to Repeal Chapter 201.34 Power Loading at City of Ashland Boat Launches, General Conduct Ordinance, Ashland City Ordinances (*Clerk*) Roll**



- H. Approve a Resolution for Ratification of the City of Ashland Disaster Declaration, Ashland County, Wisconsin, for the Flooding Event on April 11, 12, 13, and 14, 2023 (Mayor) Roll**
- 11. CLOSED SESSION (Roll) Council may return to Open Session and take action on any item discussed during Closed Session.**
 - A. PURSUANT WI STATUTE 19.85(1)(c) "Considering employment, promotion, compensation, or performance evaluation data on any public employee over which the governmental body has jurisdiction or exercise of responsibility." City Attorney Contract (City Administrator) Roll**
 - B. Returnn to open Session *Voice***
 - C. Report of Action Taken during Closed Session**

12. 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 the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, March 28, 2023 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, March 28, 2023 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 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, Andrew Goyke, Laura Graf, Dick Pufall

ABSENT: Charlie Ortman (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Parks Director Sara Hudson, Planning Director Steven Wiley, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. March 14, 2023 City Council and Committee of the Whole Meeting Minutes

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

4. CITIZEN PARTICIPATION PERIOD

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

Zygmund Jablonski, 916 6th Ave West spoke regarding the amount of money the City has spent on legal expenses.

5. MAYOR'S REPORT

A. Announcements

Mackenzie made note of a learning opportunity for Councilors that was available through the Wisconsin League of Municipalities. The City has learned of multiple areas in the city with rough roads and potholes, and these are getting needed attention as staff's available.

B. Appointments

Pufall moved, seconded by Seefeldt to rescind approval of the Mayor's appointment of Carol Ortman to the JFK Airport Commission. The motion failed 1-4-1; Seefeldt, Jackson, Tochtermann, and Graf opposed; Goyke abstained.

Seefeldt moved, seconded by Goyke, and approved unanimously by voice vote, the Mayor's appointments as follows:

Historic Preservation Commission: Jeff Muse, term to expire April 1, 2026

JFK Memorial Airport Commission: John Coffey, term to expire February 2029

Parks and Recreation Committee: David Ullman and Jen Weiler, terms to expire April 30, 2026

Plan Commission: JoAnn Erickson, term to expire April 30, 2026

Housing Committee: Tom Buzzi and Priscilla Neiman, terms to expire TBD

Board of Review: Jeffrey Beirl, term to expire June 10, 2028

6. CONSENT AGENDA

A. Approve to Accept Funds from Bayfield County Ad Hoc Emergency Medical Services Advisory Committee (*Fire Department*)

Seefeldt moved, seconded by Goyke approve the Consent Agenda. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. Approval to Accept a Grant from the Wisconsin Department of Natural Resources (WI DNR) Knowles Nelson Stewardship Program Urban River Fund for the City of Ashland Kreher Park RV Campground (*Parks and Recreation Director*) Roll

Jackson moved, seconded by Seefeldt to approve. The motion passed 5-0 by roll call vote; Pufall abstained.

8. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant, City Clerk

MEETING MINUTES COMMITTEE OF THE WHOLE

The Common Council of the City of Ashland met as the Committee of the Whole on **March 28, 2023** immediately following the City Council meeting.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION:

1. Roll Call

The Tuesday, March 28, 2023 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:47 PM.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andrew Goyke, Dick Pufall

ABSENT: Charlie Ortman (Excused)

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Planning Director Steven Wiley, Parks Director Sara Hudson, and other interested citizens.

2. Council President's Report

In Ortman's absence, MacKenzie conducted the meeting. There was no Council President's report.

3. Administrator's Report

Kucera reported that he was expecting engineering reports on the 514 West Main Street Building in the near future. The additional monies request for the transitional housing project looked promising although he has not gotten a definitive report back. AADC received 25 applicants for their awarded grant for business developers in the community. He did receive a report of the facility master plan for City Hall and will be bringing this back to share with Council. Elections Specialist Sarah Szymaniak in the Clerk's office will be leaving on April 16, 2023. The City has hired Kevin Haas to take her place beginning on April 3, 2023.

4. Approval of Agenda

Seefeldt moved, seconded by Tochtermann to approve the agenda with the amendment of postponing Item 6E. The motion carried unanimously by voice vote.

5. Committee Updates

ORE DOCK: no report
DPEAC: no report

HARBOR COMMISSION: Pufall - on track, in good financial position
HISTORICAL COMMITTEE: no report
HOUSING AUTHORITY: no report
MAIN STREET BOARD: no report
LIBRARY BOARD: no report
PARKS AND REC COMMITTEE: no report
PUBLIC WORKS COMMITTEE: working on LSL projects and special assessments
SUSTAINABILITY COMMITTEE: no report

6. Discussion Items

A. **Discussion and Possible Action Regarding Revisions to the City's Fee Schedule** *(Planning Director)*

Introduced by Planning Director Steven Wiley, he explained and answered questions for Council. Tochtermann moved, seconded by Seefeldt to change the minimum fee due for each permit from \$50 to \$25. This motion carried unanimously by voice vote. Goyke moved, seconded by Graf to leave the commercial threshold at \$5000 versus reducing to \$2500. This motion failed 2-4 by voice vote.

B. **Discussion and Possible Action Regarding a Resolution to Apply for WI DNR State Aid for Recreation Purposes: DNR Stewardship Grant, DNR Recreational Boating Facilities Grant and DNR Recreation Trails Program** *(Parks and Recreation Director)*

Introduced by Parks Director Sara Hudson, she explained and answered questions for Council. Jackson moved, seconded by Seefeldt to approve to move the resolution forward for formal approval. The motion carried unanimously by voice vote.

C. **Discussion and Possible Action Regarding the City of Ashland Trails Master Plan for Recreational Use** *(Parks and Recreation Director)*

Hudson introduced the item, explaining to Council she is seeking approval to move forward with the development of a recreational trail plan. Goyke moved, seconded by Tochtermann, and was approved unanimously by voice vote.

7. Items for Future Discussion

Tochtermann: Clarify the Airport Commission ordinance
MacKenzie: Research the 6-year term for an Airport Commissioner
Kucera: Will discuss the room tax item in the future; inviting the Chamber for a presentation in the future.
Pufall: Include Dan Grady (Ashland County Administrator) in discussion regarding the Airport Commission

8. Adjournment

Seefeldt moved, seconded by Jackson, and approved unanimously by voice vote to

adjourn.

Respectfully Submitted,

Denise Oliphant, City Clerk

SUBJECT: Appointments**RECOMMENDATION:** Approval**DEPARTMENT OF ORIGIN:** Mayor**CLEARANCES:** Mayor

EXHIBITS:

1. K Baichtal - Volunteer form (redacted)
2. Je Beirl - Volunteer form
3. Jo Beirl - Volunteer form (redacted)
4. D Eades - Volunteer form (redacted)
5. L Opperman - Volunteer form (redacted)
6. R Sztynodor - Volunteer form (redacted)

EXPENDITURES REQUIRED: NA**AMOUNT BUDGETED:****APPROPRIATION
REQUIRED:****TREASURER'S
CERTIFICATE:** NA**COMPLIANCE WITH ORD. 51:** NA**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:****SUMMARY STATEMENT:**

At each April Reorganizational Meeting, the Mayor asks Council to participate on a board or committee outside of the Committee of the Whole. The Mayor is requesting approval of the following Council appointments:

Ashland Ore Dock Board of Trustees

Disabled Parking Enforcement

Harbor Commission

Historic Preservation Commission

Housing Authority

Housing Committee

Municipal Library Board

Parks & Recreation Committee

Plan Commission

Ana Tochtermann, Dick Pufall - Harbor Commission
Rep

Laura Graf

Dick Pufall

Andrew Goyke

Kevin Seefeldt

Charlie Ortman

Sarah Jackson

Kevin Seefeldt, Sarah Jackson-Tree Board Rep

Ana Tochtermann

Public Works Committee
Sustainability Committee
Zoning Board of Appeals

Andrew Goyke
Laura Graf
Charlie Ortman

Other citizen appointments for approval are as follows:

Plan Commission

Jeff Beirl, reappointment, term to expire April 30, 2026
Jeffrey Eades, reappointment, term to expire April 30, 2026

Beautification Council

Linda Opperman, appointment, term to expire February 15, 2026

Main Street Board

Andrew Goyke, appointment as Private Property Owner/Northland College Rep, term to expire July 28, 2025
Timothy Pavlish, reappointment as Downtown Property Owner, term to expire May 31, 2025

Ashland Ore Dock Board of Trustees

Dawn Rivard, reappointment, term to expire May 1, 2025
John Beirl, reappointment, term to expire May 1, 2025
Gary LaPean, reappointment, term to expire May 1, 2025
Jean Ronning, reappointment, term to expire May 1, 2025

Police and Fire Commission

Ronald Szyndor, appointment, term to expire May 1, 2028

Parks and Recreation Committee

Axel Peterman, reappointment as Community Garden Rep, term to expire May 1, 2024

Housing Committee

Kaas Baichtal, reappointment as City Landlord Rep, term to expire October 1, 2024

Zoning Board of Appeals

David Eades, reappointment, term to expire July 14, 2026

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Housing Committee

Brief statement of education and training:

Real Estate Broker license, Dwelling Contractor,
Lead Safe Renovator, Asbestos Supervisor

Biography:

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

50 year old female, own Walleye Property Management,
LLC (five years). Been in Ashland 12 years. Not
planning to leave. Hobbies include gardening
for food, learning orchard management, and
running a Linux server farm.

Individual References or Referred by (include phone #):

Deb Lewis

Megan McBride

Contact Information: Kas Baichtal

Name (Print)

Phone Number

1019 3rd Ave W, Ashland WI 54806
Address

10-9-2019

OFFER TO VOLUNTEER FORM

Mayor of Ashland, City of Ashland, 601 W. Main St, Ashland, WI 54806

Phone: 715-682-7071

Fax: 715-682-7048

bwhalen@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

BOARD OF REVIEW

Brief statement of education and training:

NORTHLAND COLLEGE - GRADUATE BUS. ADM

Biography:

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

BORN AND RAISED IN ASHLAND

WORK EXPERIENCE - BANKING, OPERATIONS,

ECONOMIC DEVELOPMENT - CURRENTLY ASHLAND
CO. ADMINISTRATOR

Individual References or Referred by (include phone #):

Contact Information:

JEFFREY BEIRL

(715) 682-7015 (work)

Name (print)

Phone

1410 12TH AVE W. ASHLAND

5/21/2013

Address

Date

Email: ON FILE - WITH THE MAYOR

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Board of Zoning Appeals. Plan Commission

Brief statement of education and training:

Familiarity with real estate transactions and municipal rules/regs in my banking experience.

Biography:

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

Born and raised in Ashland. Bachelor's Degree in Economics and MBA in Finance from
UW-Madison. Employed in banking for 32 years -- at local Northern State Bank for 18
years. Currently, Bank President.

Individual References or Referred by (include phone #):

Gary Ellefson - CEO @ Northern State Bank - 682-2772

Gary LaPean - business owner in Ashland - 682-3100

Contact Information: John H. Beirl

Name (Print)

Phone Number

821 Third Avenue East - Ashland, WI 54806
Address

Email

Sept. 17, 2015
Date

(Forms Directory: Volunteer Form)

OFFER TO VOLUNTEER FORM

Mayor of Ashland, City of Ashland, 601 W. Main St, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 bwhalen@coawi.org

I would like to be considered a nominee for the following Committee or Committees:
Bart Board and re-appointment to Zoning Board of Appeals

Brief statement of education and training:

UW Madison – Biological Aspects of Environmental Conservation – 4yrs, 15 years
management experience. Technical Manager Bayfield Chamber. Board of Directors,
Alliance for Sustainability. Rewrite committee for Chequamegon Coop. Ashland City
Council.

Biography:

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

I have worked for DOT in GIS program, as private contractor around the country train-

ing other is use of GIS systems, GPS, and computer technologies. I have managed crews

of people doing high end digital photography and web development. I have a great intere-

st in policy and systems thinking as well as sustainability. I was on the BoD of the Allia-

nce for Sustainability, Zoning Board of Appeals for Ashland and was on the Board deve-

lopment committee for the Alliance as well as the by-laws rewrite committee for the Che-

quamegon Coop. I enjoy fishing, hunting and everything to do with the outdoors. I would

like to see this area continue its use of public transportation and grow as an area.

Individual References or Referred by (include phone #):

Wendy Kloiber – [REDACTED]

Ed Monroe

Contact Information:

David M Eades [REDACTED]

Name (print)
511 7th Avenue East, Ashland WI 54806

Phone
June, 18, 2010

Address

Date

Find yourself next to the water.

A S H L A N D

City of Ashland, Wisconsin

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

OFFER TO VOLUNTEER FORM

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

Ashland Beautification Council

Write a brief statement of education and training:

I have a BS in Geological Engineering from Michigan Tech and I have worked for 30 years in environmental consulting and remediation.

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

I work full-time (remotely) for Target Corporation as an Environmental Manager, helping build safe stores on Brownfields sites. I grew up in Ironwood, lived in the Twin Cities for 30 years, and moved back to the area to enjoy the outdoors and help with my parents. I have done a lot of school volunteering. I currently volunteer at the Big Top and as an election judge. I have been helping the ABC for the last couple of years.

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

Mary Zinnecker -

Contact information: Linda Opperman

Name (Please print)

Phone #

901 Ellis Avenue, Ashland WI 54806

Address

3/17/2023

Email

Date

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

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

OFFER TO VOLUNTEER FORM

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

POLICE AND FIRE COMMISSION

Write a brief statement of education and training:

HIGH SCHOOL, SOME COLLEGE AND ROCKLAND COUNTY
POLICE ACADEMY AND N.Y.S SUPERVISORS TRAINING

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

MY BACKGROUND IS MY INVOLVEMENT WITH POLICE
WORK FOR 23 PLUS YEARS. I AM A MEMBER OF
THE COUNTY BOARD, CORRIDOR COMMISSION, PRESIDENT
OF THE SNOWMOBILE ALLIANCE AND A MEMBER OF THE ELKS.

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

MATTHEW MACKENZIE

Contact information:

RONALD SETYNDOR

Name (Please print)

Phone #

1521 CTH ST EAST, ASHLAND WI 54806

Address

Email

4-11-23

Date

**ASHLAND BEAUTIFICATION COUNCIL
MEETING
Monday, November 7th, 2022
6:00 PM
Vaughn Library 2nd Floor Meeting Room**

1. Roll Call

David Askue	40	(absent)
Susan Askue	23.5	(absent)
Shawna Johnson	61.75	
Chris Oreskovich	55	(absent)
Elaine Peterson	66	
Kay Saari	68.5	
Jeanne Spruell	32	
Beth Strauss	48	
Mary Zinnecker	41.5	
Guest: Linda Opperman		
Volunteers:		
Marla Mattson	22	
Blake Frost	3	
Laura Graff	5.5	
Joyce Goglin	13.5	
Joe Schultz		
Linda Opperman	12.5	
Karin Pierce	14	
Violet Pierce		
Linda and Ed Calhan	12	
Lori Carlson	3	
Kelsey Vandeventer	3	
Kristin Sokolich	3	
Becky Marquard-Livingston		
& CeeCee	1.5	
Rick Whiting	1.5	

Amanda Coykendall	1.5
Dawn Berglund	1.5
Bob Graf	.5

2. Approval of October 3rd, 2022 Meeting Minutes

Motion: Kay Second: Beth Vote: Aye

3. Administrative:

Log Volunteer Hours

Treasurer's Report: Remaining 2022 ABC budget \$ 125.86. Remaining funds from 2022 ABC budget will be used to purchase gloves, pruners, trimmer string and a trimmer battery.

4. Old Business: Review 2022 BC Budget

Bulb Purchasing/Planting: completed at Jane Smith Memorial Garden and City Hall

Ellis Avenue Reconstruction Update: Linda Opperman will be attending a Public Works meeting for more info and will report at next ABC meeting.

Membership Discussion – Change from 9 to “Up to 12” (City Council vote November 15th, 2022)

5. New Business:

Review Upcoming Calendar Events:

- Garland Wrapping at Ashland Fire Station Friday Nov. 11 @3pm
- Potluck @ Jeanne's – Monday, December 19th at 6 pm

2023 Hauser Annual/Perennial Order: Order forms were dispersed to ABC members. They are due back to Shawna by Dec.1, 2022 so completed order can be sent to Hauser's by Dec. 15, 2022

Other New Business: Discussion to partner with Tech Ed. students to make and install bird houses in the city. Further discussion needed to decide where to install.

Mary will email Ellis Ave. volunteers asking them to send logged 2022 volunteer hours to Shawna.

6. Project Plans/Updates:

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • Crest Garden: leave for winter interest • Pearson Plaza/Otis Park: leave for winter interest • Bayview Park: Some plants have been cut back • Ellis Avenue: ok to cut back plants but leave grasses for winter interest | <ul style="list-style-type: none"> • Beaser Avenue: ready for winter • 3rd Street Planters & Garden: planters cleaned out • City Hall: planters cleaned out, ready for winter display. Squill and Daffodils planted | <ul style="list-style-type: none"> • Public Works Planters: cleaned out, ready for winter display • Memorial Park: cleaned out • Jane Smith Memorial: bulbs planted |
|--|---|--|

7. Next Meeting: (Tentative) Monday, March 6^h, 2023 at 6 pm, Vaughn Library 2nd Floor Meeting Room

8. Adjournment 7:00 pm Motion: Elaine Second: Jeanne Vote: Aye

Respectfully Submitted,

Shawna Johnson

SUBJECT: Approve Moment of Silence or Invocation as required by Chapter 51.06 City Council Procedure, Ashland City Ordinances

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Codification Ordinance 51 outlines the procedure for roll call as follows:

***51.06 Roll Call and Opening Business.** After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, such as determined by the Common Council at its Reorganization Meeting, and the Pledge of Allegiance.*

The Council is being asked to consider if a Moment of Silence or Invocation shall follow roll call at its Reorganizational meeting.

SUBJECT: Approve to Move Forward with the Development of the City of Ashland Trails Master Plan for Recreational Use (*Parks and Recreation Director*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS: 1. City of Ashland Trails Master Plan

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:**

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

SUMMARY STATEMENT:

In 2022, the City of Ashland and Memorial Medical Center (MMC) received a grant from the International Mountain Bike Association (IMBA) for a Trails Accelerator Grant to create a concept plan/map for off-road/mountain bike trails on the MMC property (where the current ski trails now exist). After an initial site visit with IMBA, landscape architects/trail designers showed them the MMC properties and additional City properties. The project grew from just a trails plan on the MMC property to a master off-road trails concept plan for the City of Ashland highlighting not only the MMC property but also the Bay City Creek Corridor and a bike park in Central Railyard Park.

IMBA's mission is to create, enhance and protect great places to ride mountain bikes. Their vision is for everyone in the U.S. to have access to great trails—from close-to-home rides to iconic, backcountry experiences.

Ashland is still somewhat undiscovered. Many people know about Bayfield but few have ever stopped to explore Ashland. Those who do stop, enjoy it and stay (at least that is what we find with the campgrounds).

Ashland and Bayview Counties are also known for their road and gravel bike routes. Many bikers participate in more than one kind of cycling.

The Chequamegon Area Mountain Bike Association (CAMBA) has trailheads in Hayward, Cable, Namekagon and Bayfield. An entry level trail system in Ashland would help bridge the beginner trail gap between Cable and Bayfield. The proposed trails would serve truly as a “gateway” for those learning how to bike and making the connection between beginner biker to a lifelong biker. The closest trailhead to Ashland is at Mt. Ashwabay in Bayfield, WI, 30 miles away. This trail system is awesome, but it is built for intermediate to advanced riders - you are riding up a ski hill! CAMBA is open to ideas on how to work with the City and the community to make these plans into a reality.

In 2022, the Chequamegon Bay Composite NICA (National Interscholastic Cycling Association) Mountain Bike Team was created. The team is organized by the City's Parks and Recreation Department and is open to students in the Ashland, Washburn, Bayfield and South Shore School Districts in grades 6-12. In our inaugural season, we had 14 athletes participate. Of the 14 student athletes, 11 participated in at least 1 race during the 12-week season. The team participated in 5 weekend race events located across Wisconsin from September 3 to October 23, 2022.

CITY OF ASHLAND TRAILS MASTER PLAN

ASHLAND, WI

DECEMBER 2022



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ACKNOWLEDGMENTS

PREPARED FOR:

CITY OF ASHLAND, WISCONSIN
PARKS AND RECREATION



PREPARED BY:

INTERNATIONAL MOUNTAIN BICYCLING
ASSOCIATION (IMBA)



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ABOUT IMBA TRAIL SOLUTIONS

IMBA Trail Solutions (TS) is the international leader in developing trails, with experience in over 750 projects in North America, Europe, and Asia. Our staff excels at planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

Trail Solutions is a fee-for-service based arm of the International Mountain Bicycling Association (IMBA), a 501(c)(3) nonprofit organization. IMBA's mission is to create, enhance, and protect great places to ride mountain bikes. Based in Boulder, Colorado, and with staff distributed across the country and the world, IMBA meets its goal to create great mountain bike experiences through its Trail Solutions program. Trail Solutions employs approximately twenty professional trail planners and builders. In addition to being industry professionals and exceptional mountain bike riders, Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, and environmental sciences to GIS systems, CAD, and graphic design.

Our wealth of experience has allowed us to develop the gold standard guidelines for the creation of both sustainable and enjoyable singletrack trails. These guidelines have influenced all major federal land management agencies and a large number of state and local parks departments. We pride ourselves on the positive experiences Trail Solutions has provided to the millions of active trail users around the world and on the economic independence that communities have achieved through the development of destination trail systems.



PROJECT BACKGROUND

The City of Ashland engaged IMBA Trail Solutions (TS) to develop a Trails Master Plan that would provide area residents with accessible recreational opportunities for a diversity of users and ability levels. The city was awarded a Trail Accelerator Grant to assist in planning efforts. There is a demonstrated desire for quality natural surface trails and more opportunities for youth in the Ashland area. This project outlines a vision for developing a city-wide trail network along with addition bike related facilities. The plan looks to provide the community with access to engaging recreational experiences that bring the community together and provide healthy fun activities for visitors and residents alike.

Trail Accelerator Grants (TAG)

To grow the quantity and quality of mountain bike trail communities, IMBA has identified the need to accelerate the pace of trail building. Trail Accelerator Grants (TAG) provide a jump-start to communities that have the interest and political support to develop trail systems but need assistance to get projects up and running. A TAG award provides professional trail planning and consultation services to launch a community's trail development efforts, which can often leverage additional investment from local, regional, and national partners.

In late 2021, the City of Ashland was awarded TAG matching funds to engage IMBA TS to create this plan.

Ashland, WI

The City of Ashland is in northern Wisconsin along the shores of Lake Superior's Chequamegon Bay. Ashland has a population of 7,908 people according to the 2020 census. It is home to Northland College and Northwood Technical College. The city's historic downtown offers a glimpse of the past with many buildings exhibiting murals of local people and history. Remnants of the city's industrial past can be found along the lakeshore at the Soo Line Ore Dock which used for

shipping iron ore. This resource was once a major economic driver of the towns and cities found along the shores of Lake Superior. There are numerous abandoned rail corridors associated with Ashland's industrial past that were used to move iron ore and timber. The Ashland Rails to Trails System (ARTS) is one such rail line. Running through the heart of the city, the ARTS trail has been repurposed as a recreational pathway. The Ashland region is now known for its outdoor recreational offerings and offers year-round opportunities such as fishing, camping, snowmobiling, xc-skiing, hiking, biking and boating.

Area Trails

No significant natural surface trails exist within the City of Ashland. The current trail system consists of the paved ARTS Trail, Nordic Ski trails, and the Farm Road trail network. Mt. Ashwabay is the closest significant riding area with most riding an hour or more from the city. This distance can be a barrier for many people in the community, especially youth who may not have access to transportation. Trails close to home help enhance quality of life for residents, provide economic benefits, and build community.



Farm Road Trails

The Farm Road trails are a privately built and managed system just south of the elementary school. There is 7+ miles of beginner and intermediate traditional and bike optimized singletrack trails open to hikers and mountain bikers. The system is also open in the winter for fat biking.

ARTS Trail

The Ashland Rails to Trail System (ARTS) Trail is a 11.5 mile paved pedestrian path that loops through downtown and along the Lake Superior waterfront. The trail connects many of the city's parks, businesses, and neighborhoods. Portions of the pathway are open to snowmobiles in the winter.

Mount Ashwabay

Mount Ashwabay Outdoor Recreation Area is located 20 miles north of Ashland. The area offers incredible views of Lake Superior and is connected to the Mt. Ashwabay Ski and Recreation Area. Chequamegon Area Mountain Bike Association manages the 20+ mile trail system. The system is a mix of traditional and bike



optimized singletrack with options for beginner, intermediate, and advanced riders. With over 500 ft of vertical elevation change, Mt. Ashwabay offers some great options for intermediate and advanced riders.

CAMBA

Chequamegon Area Mountain Bike Association (CAMBA) manages over 130 miles of mountain bike trails in the towns of Hayward, Seeley, Cable, Namekagon and Bayfield. This system is a key Midwest riding destination in and around the Chequamegon-Nicolet National Forest. With over 38,000 annual users this system claims \$8 million in economic impact to the area. The system has 13 trailheads and opportunities for riders looking for all styles and ability levels. The area also hosts some notable events including the American Birkenbeiner, Borah Epic, Chequamegon Mountain Bike Festival, Fat Bike Birkie, Firehouse 50, Chequamegon 100, Hungry Bear 100, and Seeley Big Fat.

The Hayward Area Memorial Hospital Trails are a 5.5 mile system that caters to entry level riders and families. These beginner level trails are incredibly popular and is seen as model for the Ashland system.



PROJECT GOALS

1 Provide quality trail experiences for a diversity of users and ability levels

The City of Ashland is committed to providing recreational opportunities that enhance the quality of life for residents of the community. Introducing bike-specific amenities and singletrack trails will bring engaging recreational activities to residents of all ability levels and promote healthy lifestyles. This plan identifies multiple opportunities for establishing new natural surface trails and mountain bike amenities in the community for walkers, hikers, trail runners, mountain bikers, gravel riders, snowshoers, and fat bikers.

Many trail users prefer narrow natural surface trails. These trails offer a wider range of experiences which vary depending on the user group. Walkers and hikers are often looking for efficient routes to a destination point or loops where they can immerse themselves in nature and observe the beauty of the world around them. Runners seek trails where they can travel uninterrupted for longer distances, challenge themselves with steeper grades and improve fitness. Mountain bikers seek variety to challenge themselves and improve their skills. Trails experiences can range from fast and flowing through open terrain, with swooping turns and rollers to challenging technical lines with natural or built features. Providing the community with natural surface trails allow users a more immersive experience in nature, giving expanded access to the outdoors. The plan will serve diverse members of the community and offers new close to home opportunities for multiple user groups that are suitable for a diversity ages and ability levels.

2 Introduce progressive mountain bike experiences, skills development, and bike amenities

This plan has identified multiple sites within the city where natural surface trails and bike specific amenities are suitable for development. Bike optimized trails and features would be focused on Central Railyard Park, and Memorial Medical Center.



Today's mountain biker is looking for purpose-built trails that optimize the riding experience. A mountain bike optimized trail is constructed with features to enhance the riding experience. Features may include rock gardens, berms, grade reversals, cambered turns, and modest jumps. They should be designed for a range of users from beginner to advanced skill levels.

To progressively build skills necessary for more difficult trails, cyclists are looking for features to increase bike handling and balancing skills. Technical trail features (TTFs), such as wooden rollers, bridges, log skinnies, etc. provide the challenge and skill-building opportunities that cyclists are seeking. These features can be located on a designated skills trail or can be provided on the side of trails as optional features. Adequate space must be provided to allow riders to exit the feature and gradually merge with the main trail and other riders. Some of the bike optimized trails on the Memorial Medical Center parcel offers ample opportunities for incorporating some of these features.

In addition to trails, bike-specific recreational amenities, such as tot tracks, bike playgrounds, and pump tracks serve diverse ability levels and interests of mountain bikers. Space is available within Central Railyard Park that could be utilized as a space for some of these bike-specific amenities.

3 Enhance connectivity to existing recreational facilities

The ARTS Trail is an important asset to Ashland providing bike/pedestrian connectivity across the community and along the lakeshore. This trail links downtown with multiple parks and neighborhoods and is utilized in the winter as a snowmobile corridor. Additional connectivity can be found along Bay City Creek, which would be ideal for natural surface trail development, creating a green corridor from the southwest corner of the city all the way to the Soo Line Ore Dock on Chequamegon Bay. This trail corridor would create a non-motorized singletrack network that connects to the ARTS Trail, multiple city parks, Northland College, Ashland High School, Lake Superior Elementary School and Memorial Medical Center. Combined, this trail network would provide Ashland with an active transportation and recreational trail system that would benefit both visitors and community members.

4 Provide healthy recreational activities for residents with a focus on opportunities youth

Numerous studies on physical activity have indicated that proximity to outdoor recreational facilities, such as trails and bike amenities, is a predictor for physical activity level. If there are walking and biking trails nearby, then residents are more likely to use them and therefore be healthier. Physical health and access to nature also benefit mental health, reducing stress and increasing happiness. Connection to nature is paramount to maintaining the health of the environment and making



the outdoors relevant and accessible to all. In addition, individual and community health translate to economic benefits by decreasing healthcare costs. Public trails and bike facilities also provide outdoor community spaces that encourage public engagement. Bike facilities serve a diverse population and cultivate unity and stewardship in the community. By incorporating bike-specific amenities into area parks and open space, Ashland can help promote active and healthy lifestyles and promote social integration.

With today's distractions and the increasing amount of time indoors and in front of screens, children are spending less time outside. Many times, programmed play equipment doesn't provide the challenge and reward that children are seeking. By incorporating a range of bike-specific play features, the parks can provide engaging activities that will encourage kids to get outdoors, increase socialization, and build confidence.

5 Provide a training facility for NICA teams

NICA, the National Interscholastic Cycling Association, develops mountain biking programs for student-athletes and coaches across the United States. In 2013, the Wisconsin Interscholastic Cycling League was formed as a project league of NICA. Currently there are 70 teams across the state. Recently the Chequamegon Bay Composite team was created for the City of Ashland, Bayfield, Washburn, South Shore, and other nearby districts.

During the site visit, the Memorial Medical Center (MMC) grounds were assessed for its suitability as a potential NICA training area. A training venue requires the space and infrastructure to support skills development for a variety of riders. High school mountain bike race venues have complex needs, the most challenging typically being parking and space for up to thousands of people. A race venue was deemed unfeasible for MMC as space needs would interfere with existing hospital operations. Additionally, much of the site contains wetlands, limiting the amount of trail mileage that can be feasibly constructed. While the site is unsuitable as a race venue, it does provide adequate space for a training and skill building and is conveniently located near the High School. For additional and more detailed information on NICA and racecourse requirements, see NICA Training and Racing Facilities.



BIKE FACILITIES & TRAILS

The types of mountain bike trails and facilities considered in this feasibility study are explained below. These narratives are meant to provide a brief description of the envisioned experience, intended user, construction considerations, and approximate ranges of construction costs. The construction costs reflect the cost of retaining a professional trail contractor and are provided for financial planning purposes only. The cost ranges do not include planning, design, and permitting needed to develop the facilities, typically estimated at 10-20% of construction costs. It is important to consider ongoing maintenance costs of trails and bike facilities; these can range from 5-25% of the installation cost.

Trail Types

Modern trail systems use specific trail types as a way of managing users and providing them with the best possible visitor experience. Extensive planning and design should be dedicated to the goal of maximizing a visitor's trail experience while simultaneously balancing the demands of physical, environmental, and social sustainability. This list is not exhaustive.

Traditional Shared-Use Singletrack

These trails can serve walkers, hikers, runners, cyclists, and equestrians. Trails should be constructed and maintained according to sustainable trail construction practices and employ techniques that minimize user conflict. Multiple user types travel these routes; therefore, care should be taken to avoid obstacles such as jumps or water bars which may lead to undesirable trail experiences for some. Turns are constructed sustainably, but are generally not cambered like bike-optimized turns that improve cornering traction. Keeping trail grades within certain ranges ensures both a positive trail experience for users and enables proper stormwater drainage with minimized erosion. Depending on soil conditions, these trails may need surface hardening techniques to provide a durable four-season trail.

Approximate Construction Costs: \$40,000-\$70,000 per mile



Mountain Bike-Optimized Singletrack

These trails are purpose-built to optimize the experience of riding a mountain bike. The trails can either be unidirectional or bidirectional depending on the type of trail, preferred circulation of users, and management decisions. This type of trail is constructed with features such as rock gardens, berms, grade reversals, cambered turns (typically wider than turns on traditional singletrack trails), and modest jumps. These trails should make use of gravitational forces and, where possible, be managed to enhance trail flow for descending riders. These trails may need surface hardening to provide a durable four-season trail. They should be designed for a range of users from beginner to advanced skill levels. Optional advanced features can be located along the side of the trail to provide challenges for intermediate and advanced riders. This allows many skill levels to experience the full trail mileage, while providing for skill progression within a smaller trail footprint.

- Approximate Construction Costs: \$50,000-\$100,000 per mile



Tot Track and Bicycle Playground

A tot track is designed for smaller bicycles and beginner ability level users. The track is comprised of reduced-sized rollers as well as low-angle bermed turns that can accommodate balance bicycles as well as regular bikes with short wheelbases. These are essentially small versions of pump tracks, both of which can be constructed with dirt or hardened surfaces. Asphalt is the recommended surface material for tot tracks. Asphalt is more expensive to install, but greatly reduces maintenance costs. Most importantly, asphalt provides a consistent high-quality experience for the users.

Bicycle playgrounds incorporate play features such as prefabricated structures, rocks, berms, tunnels and other challenges to create a fun loop for children to practice skills and improve bike handling. The bicycle playground can range in size and configuration to best fit the site and desired features.

Approximate Construction Costs:

- \$10-\$30 per square foot (tot track)
- \$9-\$13/linear foot for trail surface (bicycle playground)
- \$1,000 - \$5,000 for prefabricated features (bicycle playground)



Bike Parks

The features explained to this point are designed and optimized for bike-based experiences. A bike park combines all or a selection of these features to create an amenity that appeals to a wide range of riders and ability levels. The type and scale of features will be dependent on the community interest, ridership needs, goals of the project, the site's opportunities and constraints, and available funding. Bike parks range from small parks at 1-2 acres, medium sized parks of 5-15 acres in size, to larger parks over 15 acres. Bike parks serve local, regional, and destination ridership by offering a hub of activity to the cycling community by providing progressive facilities that are designed for riders to build skills and confidence while promoting a healthy, active lifestyle.



Mountain Bike Skills Trail

These are trails that have been specially designed for mountain bikers to develop the skills necessary for enjoying more challenging trails. This type of trail is built with different routes and features for a range of skill levels, allowing users to progress their skills with repetition and experience over time. Beginner riders and kids are especially fond of this type of purpose-built bike facility. They are typically constructed on nearly flat or gently sloping terrain and take up relatively little space. Features may include rocks, bridges, drops, rollers, and more. Typically, installed features include a mix of prefabricated structures and those built on-site with locally sourced materials.

Approximate Construction Costs:

- \$9-\$13/linear foot for trail surface
- \$1,500 - \$10,000 for prefabricated features



Pump Track and Pump Parks

A pump track is designed to encourage cyclists of all skill levels improve their riding skills in a manner that is fun and repetitive. Pump Tracks are typically a bidirectional closed circuit or series of closed circuits made up of rollers and berms. Pump parks have an open design with a larger area of hard surfaces that allow users to create their own multidirectional routes through the rollers, berms, and jump features. A pump park will foster more organic and creative riding that stimulates both novice and skilled riders. Riding these facilities is an extremely anaerobic activity, so it is recommended that suitable seating and shade structures be installed for users to rest between sessions. Like the tot track, pump tracks and pump parks are recommended to have asphalt surfaces. With an asphalt surface, the track will allow users to enjoy year-round. Contracting with a specialty designer and builder for the pump track is strongly recommended to ensure the quality and enjoyable riding experience of the track. With all pump tracks, necessary drainage infrastructure is necessary.

- Approximate Construction Costs: \$25-40/square foot



Adaptive Mountain Bike Trails

Adaptive mountain bike trails are natural surface trails that feature specific design parameters to accommodate adaptive mountain bikes (aMTBs) while providing a high-quality experience for “different-abled” riders. Adaptive mountain bikes are equipped with the proper positioning and geometry to allow the millions of Americans have a mobility disability to enjoy the outdoors. The bikes have three wheels (trikes) or four (quads) and may position the riders in a laid back, recumbent position for most crosscountry style bikes or face-forward with the riders back to the sky which is common for all-mountain style bikes. The style and make of the bikes vary, but all are wider, larger, and heavier than traditional mountain bikes which results in significant changes to acceleration, deceleration, and the ability to change direction and corner.

Adaptive mountain bike trails combine an appropriate combination of width, radius, and grade to create an accessible layout and design of the trail. In general, the adaptive mountain bike trails must be wider, uphill gradients decreased and less abrupt, turning radius increased, bridges and trail features widened, and access to trails must be barrier free with low grade climbs. Riders are positioned lower to the ground which must be accounted for when creating clear sightlines. When a trail traverses steep slopes, the tread width should be increased and tread outslope must be greatly lessened or removed to uphold clear passage in landscapes with high exposure. Rollers and undulations in the trail must be gradual and require adequate spacing between each to allow riders to coast through without pedaling. Pull-outs along the side of the trail should be installed to allow riders to rest along the trail and allow other riders to pass. Trails must free of obstacles for easy (green) aMTB trails, but can feature obstacles, such as rocky sections, on more advanced trails.

Planning and designing for these trails at the beginning of a project is necessary to create trail specifications and a layout that delivers the intended experience. Due to the tread width of aMTB trails, the most feasible way to build these trails is with the assistance of machines.



Winter Fat Biking

Winter Fat Biking is enjoyed on frozen ground or a groomed/packed snow surface over existing natural surface trails, frozen lakes and ponds, or other winter trail network used for Snowshoeing and Nordic skiing. Fat Bikes use wide tires and low tire pressure to distribute a riders weight over a larger surface area that allows them to travel across soft surfaces such as snow and sand. Wide forks are used to accommodate the oversized rims and tires. Tires are typically 3.5 – 5 inches wide and run with lower tire pressure, usually under 8 psi and at times during very loose conditions riders have pressures set at 2-3 psi.

Winter Fat Bike trails offer similar riding experiences to those found on other traditional cross country and bike optimized trails. Trails can be gravity oriented and include features such as berms, rollers, and jumps. Not all singletrack trails are optimal for winter use, additional considerations are needed to accommodate the type of grooming equipment being used to set the track. Tread width, turning radii, bridge widths, tree spacing, steep grades, and off camber sections all factor into the design. Beginner singletrack and bike optimized trails with their wider tread and gentle grades often make good winter trails. Trails can be constructed specifically for winter use only or they can overlap with existing singletrack or other winter trail networks. Winter trail systems often function best with trails dedicated to fat bike use or shared bike/snowshoe options. Shared-use access to Nordic trails has had mixed success as user conflicts can arise. Thoughtful layout of shared corridors, parallel trails, and carefully located intersections have made for successful Nordic trail network use by Winter Fat Bike operations.

Ideal conditions are generally cold and dry with consistent temperatures and snowfall, the ground needs to be frozen with only a few inches of fresh snow to begin creating a base of compacted snow. A compacted trail surface is important to keep tires from sinking in too far. Wallowing in deep fresh powder, plowing through wet slushy snow, or on an unconsolidated base is an incredibly challenging experience and is generally frowned upon as it creates ruts in the trail surface. General guidelines are if your tire is sinking more than an inch the snow is too soft to ride or the riders tire pressures are too high (reduce pressure and reassess).

Like ski and snowmobile trails, groomers are needed to maintain a consistent snow surface for a quality riding experience. The grooming equipment used will vary

depending on the needs of the system and trail widths but are usually much smaller than the snowcats used on ski trails. Grooming equipment for narrow singletrack has evolved from simply packing out the trails with snowshoes and tire dragging to trail specific machines. Many types of equipment exist such as tow behind rollers and drag mats that can be hooked up to snowmobiles, ROKON's (small two wheel drive motorcycle), or ATV's. Custom machines like the SnowDog and Trail Tamer were designed specifically for fat bike trail grooming and are usable on trails that are too tight for most other machines.

It is not recommended to allow Fat Bike access on Snowmobile trails due to the large speed differentials.



NICA Training and Racing Facilities

NICA, the National Interscholastic Cycling Association, develops mountain biking programs for student-athletes and coaches across the United States. Over 19,000 student-athletes in junior high and high-school participate in 31 state and regional leagues supported by over 9,000 volunteer coaches and 10,000 additional volunteers. Participant numbers continue to grow. In the last ten years, student-athlete participation has averaged 48% annual growth, and coach participation has averaged 75% annual growth.

The league's mission is to build strong minds, bodies, character, and communities through cycling with the values of fun, inclusivity, equity, respect, and community. Unlike some youth programs, there are no bench warmers. Every athlete participates, and the league offers a multitude of benefits: getting kids outside; promoting healthy lifestyles; exposing kids to cycling and outdoor advocacy; and providing social interaction, leadership opportunities, and life lessons such as self-awareness, discipline, success, failure, empathy, humility, and sportsmanship. In 2018, NICA launched GRiT (Girls Riding Together), a program focused on engaging more girls and women as student-athletes, volunteers and coaches. They also updated their Teen Trail Corps advocacy program to promote stewardship of the

trails. Some leagues include Elevate programs for student-athletes with mental and physical challenges, making the sport more inclusive and integrated than many other high school activities. NICA is also helping to fuel more collegiate varsity cycling programs and clubs.

Beyond the many benefits for student-athletes, NICA leagues provide significant economic stimulus to their communities. As participation grows, so does the demand for trails and bike amenities. Teams need trails for training and racing. NICA racecourses require 4- to 6-mile loops of combined singletrack and double track with 300–600 feet of climbing per lap. Throughout the country, communities are building NICA racecourses from scratch or modifying existing trails. Along with the trails, the racecourses require venues that can accommodate, in some cases, thousands of spectators and participants who generate business in lodging, travel, restaurants, bikes stores, and other retail sales and services. This economic activity can support jobs, provide sustainable growth in rural communities, and produce tax revenue. The bottom line: Growth in NICA leagues doesn't seem to show any signs of slowing down, and that means an abundance of benefits for individuals and communities.



Lifted and Tilted Tread Type

A new trail construction method, “lift and tilt,” is a way of raising the tread above the existing grade while simultaneously lowering the grade of areas off the trail that act as natural drains. This enhances tread drainage while increasing the fun factor for mountain bikers. Borrow basins are dug to harvest suitable mineral soil to lift and tilt the tread. Woody debris is used to replace the soil taken from the borrow basins, which are then masked and blended with organics to create natural-looking low points for drainage. This technique holds the rider on the trail while directing water off the tread into the basins.

This method can be implemented on any scale, using smaller machines to provide a singletrack feel or larger machines to create wide trails with a true bike park flow. Visitor numbers, rainfall, and soil type may require the use of culverts and sumps to keep trails rideable while providing drainage. The trail can have an increased emphasis on fun, flow, and airtime depending on the designated trail user. For shared-use trails, which generally cater to beginning riders, the dial can be turned down with mellow grades, less undulation, and feature frequency. For advanced trails, the dirt features can be more dynamic with larger rollers and jumps, bigger drops, and steeper banked turns, giving riders play in the vertical plane. Flatter areas that may have been avoided in the past can now be designed to provide an exciting riding experience. The lift and tilt method is often used for pump tracks, flow trails, jump trails, and other bike-optimized amenities.



EXPERIENCE ZONES & PREFERRED-USE TRAILS

Experience zones and preferred-use trails are showing up in trail systems around the world. Experience zones divide management areas into special-use zones designed around specific activities: one zone may be preferred for mountain biking and another for accessible, interpretive trails. Implementation of such zones can provide a variety of visitor experiences and recreational opportunities that reduce conflict between differing user groups while providing sustainable, long-lasting trails.

Single use challenges the notion that all trails must be all things to all people. In this case, land managers designate certain trails as “preferred” for certain activities. For example, a trail that is single use for mountain bikers might be designed to be fast and flowing through open terrain, with swooping turns and dips. Hiking-preferred trails, meanwhile, may be more about travel efficiency with stairs, tight switchbacks, short distances, or other qualities that would be less attractive to bikers and equestrians. Visitors will be drawn to routes that match their desired experience.

Each trail system should, of course, include a variety of trails. One way to include numerous types of trails is to have shared-use trails at the beginning of the network near parking lots, with preferred-use trails branching off farther along. The number of trails designated for each mode of travel should be based on the habits and needs of the user groups being managed.



PROJECT SITE & EXISTING CONDITIONS

In the spring of 2022, Trail Solutions staff met with the Director of City of Ashland Parks and Recreation to discuss project goals and conduct a field assessment of multiple sites within the city. The sites were analyzed for their suitability in establishing natural surface trails and potential connectivity to existing recreational amenities and points of interest. Several key sites were identified that offered excellent opportunities for trail and bike amenity development. Further desktop analysis, based on findings from the site visit, revealed additional opportunities for connectivity. The primary areas of interest include Memorial Medical Center, Bay City Creek Corridor, and Central Railyard Park.



Memorial Medical Center

Memorial Medical Center has a 172 acre campus on the southwestern edge of the city. It is located along Beaser Avenue and straddles the north and south sides of Maple Lane. The hospital grounds occupy 35 acres on the corner of Beaser Avenue and Maple Lane and include multiple annex buildings and associated parking. West of the developed portion of the property is a 76 acre wooded area that include Ashland City Ski Trails — a 5 km Nordic trail network. Parking is available for 18 vehicles at the trailhead and is separate from the main hospital parking. The trail system is groomed and open to the public but is limited to skiers only. The trails are typical of Nordic Ski trail design, wide (14' - 20'), making long sweeping loops that easily accommodate multiple skiers along with grooming equipment. The system was designed to maximize the ski experience and functions well in the winter but there are difficulties in adding additional singletrack trails to this area of the property. Almost half of this wooded area is covered with wetlands and poorly draining soils. Available space for locating singletrack trails in this area is limited, multiple boardwalks would be needed to create a sustainable trail system in this sensitive area making development prohibitively expensive.



South of Maple Lane, MMC has an additional 46 acres of fields and woodlands. Largely undeveloped this site is much dryer than across the road. The forest is a mix of pines, hemlock, and hardwoods and offers ample opportunities for trail development, particularly for beginners.

Key Opportunities

- Forested area with gentle terrain for beginner bike optimized trails
- Close to schools and Farm Road trail system,
- Connectivity to schools and larger trail system
- Winter fat biking on bike optimized trails
- Easy trail access for MMC staff and patients
- Training area for NICA team

Key Constraints

- Significant wetlands and low laying areas with limited drainage
- Existing Nordic trails
- Road crossing to existing parking lot



Bay City Creek Corridor

Bay City Creek runs along the southeastern side of the city where it meets Lake Superior near the Soo Line Ore Dock. While much of the terrain around Ashland is relatively flat, the creek corridor provides some interesting relief. Access to the creek corridor along city owned property is found off 3rd Street. The corridor is largely wooded and includes a fascinating look into the city's industrial past. An abandoned rail corridor runs along the creek corridor from Main Street to 11th Street. Along this former rail line is a large timber trestle and a partially collapsed stone archway. Bay City Creek winds through the Northland College Campus and Lake Superior Elementary School providing an excellent opportunity for connectivity.

Key Opportunities

- Undeveloped creek corridor
- Vertical terrain relief ideal for sustainable trail development
- Connection to ARTS trail
- Cross town connectivity that includes the Elementary and High Schools, Northland College, Memorial Medical Center, and lakefront

Key Constraints

- Multiple landowners
- Bridges will be needed to cross Bay City Creek to create access in some areas
- Existing infrastructure and rail facilities



Central Railyard Park

Located in the heart of the city, Central Railyard Park is a popular recreation area for residents. The park includes two baseball fields, tennis courts, playground, skate park, and ice rink. The ARTS trail passes through the park.

Key Opportunities

- Close to downtown
- Existing Park amenities and trail connectivity
- Open grassy space with gentle slopes for bike facilities

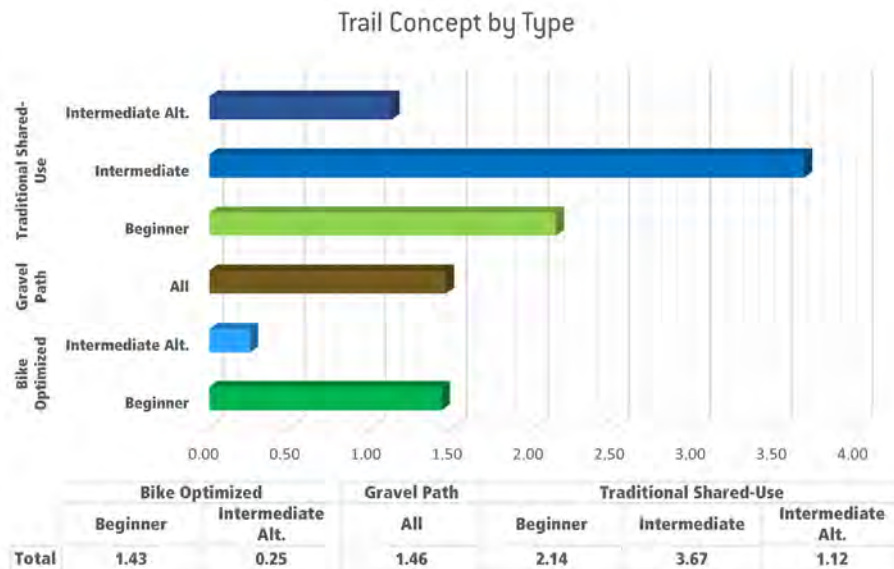
Key Constraints

- Utilities and existing facilities



CONCEPT PLAN

This concept plan seeks to provide engaging recreational activities for Ashland residents and visitors of all ages and ability levels. The plan proposes traditional shared-use trails for use by both mountain bikers and pedestrians. Mountain bike-optimized trails that enhance the experience of riding a mountain bike. Along with a bike skills park with amenities for bike handling skills progression. Trail opportunities and bike facilities are identified throughout the city, with this plan being broken down into three main areas, Memorial Medical Center (MMC), Bay City Creek Corridor, and Central Railyard Park. The green (easy) trails are envisioned for use by adaptive mountain bikers and those new to the sport focused around the MMC property and Schools. Additional natural surface trails along the Bay City Creek corridor will provide connectivity and options for skills progression. The skill building area would be located at Central Railyard Park and complement existing park facilities.



City of Ashland Trail Concept Plan Overview Map

ASHLAND, WI
DECEMBER 2022

Legend

Existing Site

- City Parcel
- County Parcel
- Northland College Parcel
- School Parcel
- Memorial Medical Center Parcel

- Road
- Parcel
- Stream/River
- ARTS Trail
- Ski Trail
- Trail

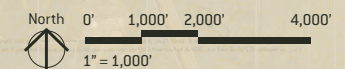
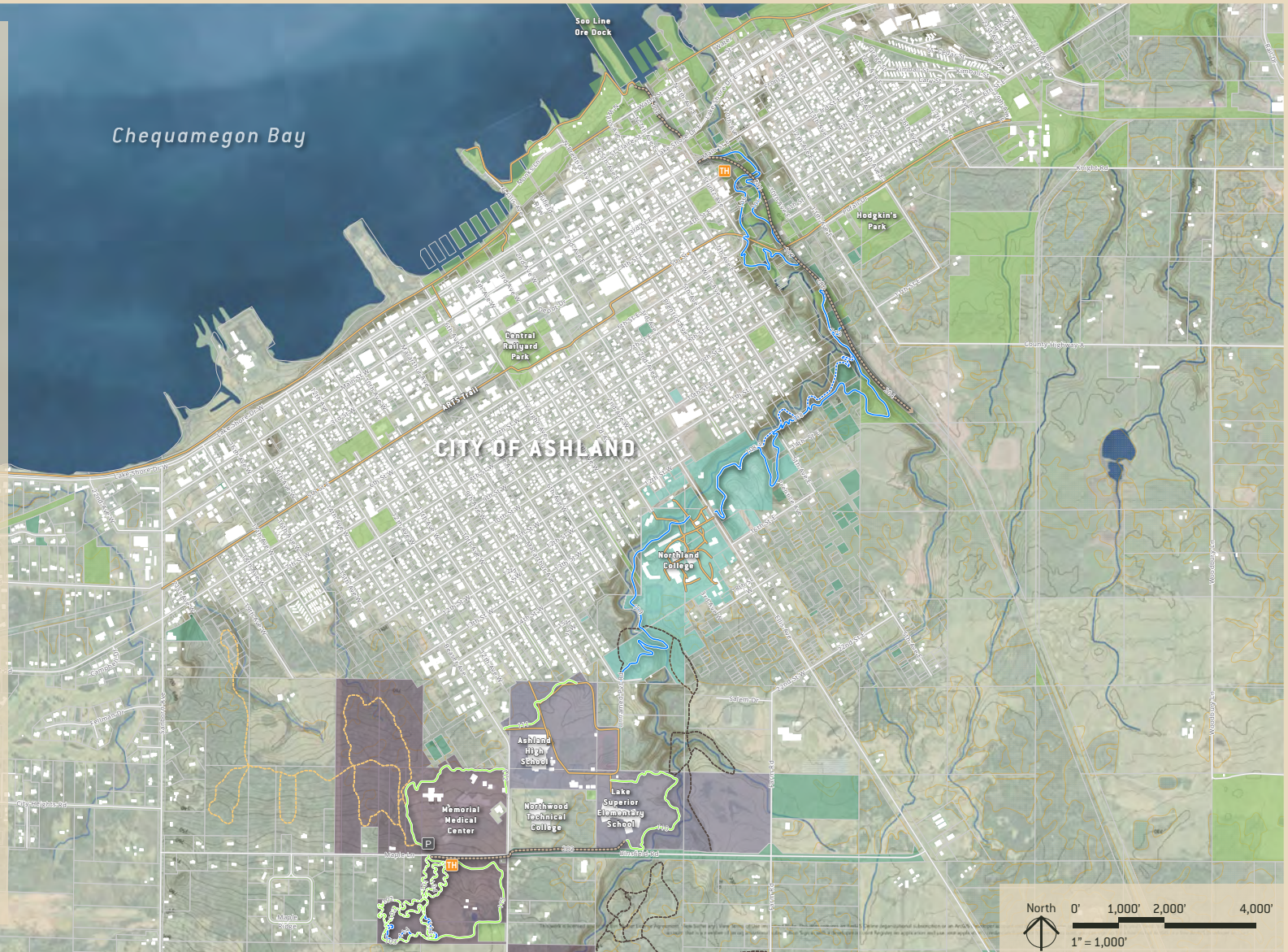
Proposed Concept

- Beginner Shared - Use Trail
- Beginner Bike Optimized Trail
- Intermediate Shared - Use Trail
- Alternate Intermediate Shared - Use Trail
- Intermediate Bike Optimized Trail
- Gravel Path
- TH Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are Approximate. Do not use for design development or construction estimates.



Memorial Medical Center

Trail development at MMC is concentrated on the undeveloped property south of Maple Lane. This site has 20-acres of forest ideal for trail development. The concept plan illustrates 1.5 miles of beginner bike optimized trail within this zone, as seen in Segments 101, 102, 103, 104, and 114. Multiple alignments maximize the available space while providing a variety of loop options for riders. Segments 114 highlight optional intermediate skills development lines that could incorporate natural or prefabricated features to add variety to the system. Prefabricated features can include logs, rollers, and bridges. Utilizing available rock content or importing some can provide a textured, technically challenging riding surface that helps riders gain skills and confidence for riding more advanced trails. A flow style trail will give riders a place to learn pumping, jumping, and cornering skills. This area will provide a fun, safe environment for beginners to become confident in their bike handling skills. Lift and tilt construction should be used to create the tread in this area as it is relatively flat and will help ensure proper drainage. A good

example of this construction technique can be found on the Connector trail at the Hayward Area Memorial Hospital Trails which is a model for this system.

To build on this system additional beginner shared use singletrack is shown along the edges of MMC, Ashland High School, and Lake Superior Elementary School (Segments 110, 111, 112, 115). These trails along with a gravel pathway alongside Maple Avenue/Binsfield Road (Segment 203) add another 2.7 mile of trail for a total of 4.4 miles. These segments are located along the wooded edges of each parcel and tie into existing sidewalks and hard surface pathways allowing users to create longer loops and provide bike/ped connectivity. The longer loops are important to provide the NICA team with easy to access trails for training. The Farm Road Trail System is also located in this area, connectivity to this system should be explored as it would provide options for longer rides and access to more challenging trails.



City of Ashland Trail Concept Plan MMC Trail Concept

ASHLAND, WI
DECEMBER 2022

Legend

Existing Site

- City Parcel
- County Parcel
- Northland College Parcel
- School Parcel
- Memorial Medical Center Parcel
- Road
- Parcel
- Stream/River
- Ski Trail
- Trail

Proposed Concept

- Beginner Shared - Use Trail
- Beginner Bike Optimized Trail
- Intermediate Shared - Use Trail
- Intermediate Bike Optimized Trail
- Gravel Path
- TH Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are approximate. Do not use for design development or construction estimates.



Bay City Creek Corridor

The Bay City Creek Corridor has the potential to create a longer natural surface trail network within the city. An additional 3.5 – 4 miles of traditional shared-use singletrack and 1-mile of gravel pathway would make it possible to connect the Soo Line Ore Dock all the way to Memorial Medical Center with minimal road crossings. The main access point would be from city owned property at the end of 3rd Street. This location offers excellent side slopes for trail development with views of Bay City Creek and the timber railroad trestle. An approximately 1 mile shared-use loop would offer hikers and bikers access to this amazing landscape right in the heart of the city. Segments 105, 106, and 107 are shown as conceptual options for this area. Two bridges are necessary to create a loop here. A trail along the northwest side of the creek could also be explored but most of the parcels along this side are privately owned and multiple easements would need to be secured. Segment 201 follows the abandoned railroad corridor and should be part of the long-term plan for improvement. The trestle offers incredible views of the valley and creates a great opportunity for interpretive signage about the history of Ashland. The addition of well utilized trails in this location would also help displace some of the less desired uses taking place there currently.

Segments 108 and 108-2 show route options that connect to Northland College. A few short loops may also be possible along this section depending on acquired easements. Segment 108 is shown within the Paper street right of way with tighter turns needed to keep the trail at sustainable grades. Segment 109 would continue along the edge of Northland College Campus and tie into existing pathways. Some user created trails currently exist along the creek here, but are unmaintained and include steep unsustainable alignments. A well designed shared use trail would create a sustainable option for students, faculty, and area residents and help promote healthy active lifestyles.



City of Ashland Trail Concept Plan Bay City Creek Concept

ASHLAND, WI
OCTOBER 2022

Legend

Existing Site

- City Parcel
- County Parcel
- Northland College Parcel
- School Parcel
- Memorial Medical Center Parcel
- Road
- Parcel
- Stream/River
- ARTS Trail
- Ski Trail
- Trail

Proposed Concept

- Beginner Shared - Use Trail
- Intermediate Shared - Use Trail
- Alternate Intermediate Shared - Use Trail
- Gravel Path
- Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are approximate. Do not use for design development or construction estimates.



Central Railyard Park

Existing Skatepark

Central Railyard Park has an existing skatepark located on the North-Western side of the park, this 10,000 SF amenity will remain but will have added features that tie into the new concept. All the existing skatepark features will remain, but vegetation, decorative fencing and shade structures with seating will serve as physical buffers from the new Skills Trails proposed for the south end the skate park. This will allow each area to be its own entity, alleviating traffic jams or hazards from riders crossing paths trying to cut or skip features. Each entity will have its own starting zones, which will assist riders in traveling in the correct directions and allowing a safe but fun riding experience.

Skills Trails

The proposed skills trails have been designed specifically for mountain bike riders wanting to progress their riding in a dependable and controlled environment. Each of the prefabricated or natural features that are locally sourced will all be rollable, whether the rider is located on the more progressive skills lines just south of the



skatepark or in the wooded skills section on the other side of Vaughn Ave. Each of these areas will provide the rider with challenging but low-risk ways to improve their riding skills, from balance to tabletops, the rider will have full confidence in the ability to improve over time as they master each of feature on the Skills Trails.

Pumptrack

A proposed 6,000 – 10,000 SF pumptrack will be located on the South-Eastern side of the park, looking to be the most popular new bike amenity in the area. The pumptrack will consist of rollers, berms, that are specifically designed for bicycle use. These features will be sized and spaced for full-sized riders but this does not limit who is able to ride the features, everything is designed to be rollable will large radius corners and smooth surfaces. The pumptrack will also allow more experienced riders to create their own lines and progress their riding in a challenging and unique way. Pumptracks with an asphalt top layer allows riders the ability to use this amenity for most of the year. While the initial investment cost is higher, upkeep and maintenance costs are minimized, providing a quality experience for users.



Tot Track/Bicycle Playground

A Tot track/Bicycle Playground is designed for entry level and beginner ability level users. These features are all rollable and offer rid-around options for riders not comfortable with features yet. All features are reduced in size, low-angle berms and low-to-no risk rollers which are ideal shorter wheelbase bikes like Striders and balance bikes. Play features such as prefabricated structures, rocks, berms, tunnels, and other challenging but reliable amenities will allow a fun loop styled trail for children to develop the bike skills needed to move to more advanced features in the future. The Tot Track/Bike Playground can range in size, scale, and configuration to best fit the site and needs for the community and its users.

Bonus Line

Located on the East side of the Central Railyard Park is space for a possible bonus line. This could be an additional Skills Trail style riding location consisting of prefabricated and natural features, rollers, berms, etc. This also has the possibility of being a unique material like asphalt or chipseal, similar to the proposed Pumptrack. The section is very linear but would provide a considerable addition to the park's bike amenities.



City of Ashland, WI Central Railyard Park Bike Amenity Concept

ASHLAND, WI
DECEMBER 2022

Legend

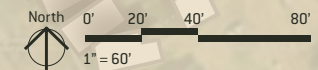
Proposed Concept

-  Natural Surface
-  Bike Plaza/Sidewalk
-  Pumptrack
-  Deep Pumptrack Berm
-  Pumptrack Drainage
-  Shade Structures
-  Wooden Ladder Feature
-  Proposed Tree
-  Roller
-  Bike playground features
-  Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are Approximate. Do not use for design development or construction estimates.



Pre-fabricated Features

Manufactured features are an excellent option for Central Railyard Park. These features are pre-fabricated to exacting standards and provide a known and approved option for providing unique riding experiences.

Advantages of pre-fabricated features include precise measurements which are conducive to a variety of trail needs and provide an easily constructed feature without need for second guessing. Stainless steel fasteners and powder coated steel frames are durable and long-lasting, meaning the structure itself requires little maintenance over its lifespan. Pre-fabricated trail features often are approved by engineers or other professionals and meet the criteria of a variety of land management and governmental agencies.

In the case of Central Railyard Park pre-fabricated features should be selected that are appropriate for a beginner and intermediate skill level riders. Appendix D provides additional information on feature types and general installation guidelines.

Pre-fabricated features should be acquired from reputable vendors who provide quality control, construction instructions, and maintenance requirements in a written format.



Trailheads and Amenities

The trail system envisioned for the City of Ashland has multiple access points across the city. New trailheads at Memorial Medical Center and the city owned property on 3rd street are identified on the overview map and provide parking access at both ends of the system. In addition to parking areas – restrooms, water fountains, changing stations, bike repair stations, informational signage, seating areas and other trailhead amenities welcome visitors while enhancing the trail experience. Trailhead kiosks at the two main trailheads and other key access points will be important to provide visitors with information about the trail network. Interpretive kiosk with trail map should be provided and include route finding information, necessary safety information, user etiquette, and park rules. Wayfinding signage is recommended to guide users along the trails and include information on the different trail types, ability levels, directionality, and allowed user groups. It is also recommended that technical Trail Features be marked with warning signs. Please see the “Signage” section included in the Appendix for more information on recommended sign types. In addition, TS recommends a bike workstation to provide riders with a place to inflate tires and perform minor repairs. This is especially important for users who may not have the resources to make personal investments on tools or maintenance for their bikes. Central Railyard Park and the Memorial Medical Center trailhead would be good locations for a workstation.



PHASING & COST OPINION

The following phasing is a recommended prioritization of next steps in the trail development process. These are provided to help the City of Ashland and their stakeholders understand the future and what it takes to get there.

Phasing is important for many reasons and typically chief among those is available funding. By stretching implementation out over time, stakeholders and community members have better opportunities to raise funds for construction. Phasing also creates the chance for new trails to be added over time, enticing locals and visitors to continue to come back for new experiences while the project progresses.

Phasing and priorities can change over time, this is intended as a guide to be revisited and edited as the project progresses. In general, the first few priorities are crucial, and the timing of the latter phases are more likely to blend, mix, or change. Some of these steps are iterative, and will progress with the rest of the project as it moves forward.

1. **Design and implementation of Memorial Medical Center Trails and School Connectivity:** these will create immediate beginner trail loops and provide the NICA team with easy access to trails for practice. These initial trails will build excitement and help the bike community grow. By introducing the most accessible trails first the City provides great opportunities for everyone.
2. **Design and implementation of Bay City Creek loop from 3rd Street Trailhead:** shared-use loops in this area will add diversity to the trail system in town and is easily connected to the ARTS trail. Segments 105, 106, and 107 will make this an attractive destination for hikers, trail runners, bikers, and people looking to explore the natural surroundings without having to leave the city. A new trailhead will support additional connectivity as the system is built out.

3. **Design and implementation of Central Railyard Park:** the bike skills park and pumptrack is the most infrastructure intense of the projects and implementation can be broken down into further phases. Initial phases could include the pumptrack and bike playground to build excitement for the project and provide easy entry features as the community is introduced to these new amenities.
4. **Design and implementation of Bay City Creek Connectivity Trails:** The city should continue to work with local partners such as Northland College to create a continuous trail corridor along Bay City Creek. This phase may require more time to implement as partnerships are created and easements secured but an integrated trail system will be a benefit to everyone in the community.



Ashland Trail Concept Cost Opinion

Segment ID	Type	Difficulty	Style	Direction	User	Zone	Distance			Estimated Cost	
							Miles	Unit Cost Low	Unit Cost High	Low	High
101	Singletrack	Beginner	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.35	\$65,000.00	\$85,000.00	\$22,774.63	\$29,782.21
102	Singletrack	Beginner	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.52	\$65,000.00	\$85,000.00	\$33,685.63	\$44,050.44
103	Singletrack	Beginner	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.38	\$65,000.00	\$85,000.00	\$24,958.17	\$32,637.61
104	Singletrack	Beginner	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.18	\$65,000.00	\$85,000.00	\$11,627.39	\$15,205.05
105	Singletrack	Intermediate	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.48	\$55,000.00	\$65,000.00	\$26,310.26	\$31,093.94
106	Singletrack	Intermediate	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.27	\$55,000.00	\$65,000.00	\$14,877.94	\$17,583.02
107	Singletrack	Intermediate	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.45	\$55,000.00	\$65,000.00	\$24,529.62	\$28,989.55
108	Singletrack	Intermediate	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	1.59	\$55,000.00	\$65,000.00	\$87,473.62	\$103,377.91
108-2	Singletrack	Intermediate Alt.	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	1.12	\$55,000.00	\$65,000.00	\$61,772.95	\$73,004.40
109	Singletrack	Intermediate	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.82	\$55,000.00	\$65,000.00	\$45,249.03	\$53,476.12
110	Singletrack	Beginner	Traditional Shared-Use	Bidirectional	Hike-Bike	High School	0.60	\$55,000.00	\$65,000.00	\$33,032.52	\$39,038.43
111	Singletrack	Beginner	Traditional Shared-Use	Bidirectional	Hike-Bike	Elementary School	0.31	\$55,000.00	\$65,000.00	\$16,788.86	\$19,841.38
112	Singletrack	Beginner	Traditional Shared-Use	Bidirectional	Hike-Bike	Memorial Medical Center/Schools	0.60	\$55,000.00	\$65,000.00	\$33,102.54	\$39,121.18
113	Singletrack	Intermediate	Traditional Shared-Use	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.06	\$55,000.00	\$65,000.00	\$3,150.39	\$3,723.19
114	Singletrack	Intermediate Alt.	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.11	\$65,000.00	\$85,000.00	\$7,052.57	\$9,222.59
114	Singletrack	Intermediate Alt.	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.06	\$65,000.00	\$85,000.00	\$3,669.75	\$4,798.91
114	Singletrack	Intermediate Alt.	Bike Optimized	Bidirectional	Hike-Bike	Memorial Medical Center	0.09	\$65,000.00	\$85,000.00	\$5,668.93	\$7,413.21
115	Singletrack	Beginner	Traditional Shared-Use	Bidirectional	Hike-Bike	Memorial Medical Center	0.63	\$55,000.00	\$65,000.00	\$34,562.53	\$40,846.62
201	Pathway	All	Gravel Path	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.40	\$65,000.00	\$100,000.00	\$25,947.19	\$39,918.75
202	Pathway	All	Gravel Path	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.29	\$65,000.00	\$100,000.00	\$18,561.54	\$28,556.21
203	Pathway	All	Gravel Path	Bidirectional	Hike-Bike	Memorial Medical Center/Schools	0.56	\$65,000.00	\$100,000.00	\$36,479.30	\$56,122.01
205	Pathway	All	Gravel Path	Bidirectional	Hike-Bike	Bay City Creek Corridor	0.21	\$65,000.00	\$100,000.00	\$13,799.84	\$21,230.52
Total							10.07			\$585,075.20	\$739,033.28

Notes: Cost opinions are for planning purposes only. This conceptual cost opinion provides ranges for the cost of construction and serves as a tool for planning purposes only. The cost opinion does not serve as a bid and does not include cost of permitting, construction documents, and contractor mobilization or contingency.



IMPLEMENTATION & NEXT STEPS

Community Outreach and Visioning

The concept plan reflects the suitable locations for bike facilities based upon analysis of the site and identified goals. The proposed locations work in tandem with existing recreational amenities and are located based upon the assessment of opportunities, constraints, nearby supporting infrastructure, and community amenities. The concept plan is preliminary at this point in the planning process. Public outreach, such as community and stakeholder meetings, is encouraged to gather input, generate excitement and support for the plan, create a stewardship base of future trail users, and build a sense of ownership and pride of the bike facilities. In addition to reaching out to residents, communication with local bike organizations and other mountain bike enthusiasts will help build an understanding of the existing ridership, their interests, and concerns while creating relationships. These mountain bike enthusiasts can share local knowledge of trails, construction experience, and lessons learned on past projects.

Since many of the bike facilities presented in this study would be a new type of recreational amenity to the area, the facilities and their benefits may be unfamiliar to residents, stakeholders, and community leaders. Continued education, through community meetings, field trips to trails and bike facilities, and demonstration projects will help residents understand the potential of these facilities and generate support for future projects.

To create a regionally-significant destination, coordination early on with the tourism bureau and community development organizations will help create necessary branding, content, and platforms to spread the word of the bike facility development.



Risk Management

As the bike facilities would introduce a new type of recreation with unknown liability concerns to Ashland, an assessment and clear understanding of recreation protections, laws, and precedents is necessary to ease concerns and create a plan to mitigate risk. Professional legal advice is recommended to ensure all liability concerns are understood and create a plan to mitigate risk. Warnings of the inherent risk of mountain biking



Bike Facility and Trail Development

Once the park concept plans are further refined based upon community input and coordination with future park plans, development of construction plans with specifications and details is necessary to guide and communicate the construction. Based upon the facility type and conditions, permitting plan sets may be necessary. For the development of all trails and bike facilities, we recommend a professional trail designer/builder field flag the trail alignments, construct the trails or bike facilities, and provide training for staff and volunteers. The construction of the pump track and other asphalt features will require the services of a specialized designer and builder. For the construction of the bike optimized trails we recommend an experienced rider/builder to provide consultation services and oversight during construction to ensure the proper design, spacing, and scale of features. When retaining a professional trail building firm, we recommend having a qualified construction manager experienced with mountain bike trail development provide oversight during the construction progress, perform inspections, and provide quality assurance services.



Maintenance

Trails should be managed according to recommended difficulty guidelines, trail type guidelines, and respective trail narratives. Design will provide these detailed guidance documents. Maintenance is an ongoing cost and should be planned for. Typical annual maintenance budgets for traditional and mountain bike-optimized trails are 10%-15% of the installation cost, and gravity trails can be closer to 20%-25% of the construction cost. Some of the annual maintenance for all trails can be performed by adequately managed and trained volunteers. These tasks will include corridor trimming, downed tree removal, general clean up (branches, leaf litter, etc.), and minor drainage work

Professional assistance will occasionally be required. The frequency will depend upon ongoing maintenance as well as weather patterns and use. Typically for cross-country trails, professional maintenance will be required every 10-20 years and will involve small reroutes, major drainage work, or other large tasks. Gravity trails can be expected to need professional help every 5-10 years as trails wear through weather and use. This will typically come in the form of rebuilding large dirt features and upgrading trails to provide slightly new experiences which help continue to draw regional riders, give locals something new, and help all riders progress in their skills.

Bike facilities such as pumptracks and skills features can typically be maintained by traditional parks staff. Maintenance can include seal coating, grass cutting, checking fasteners, and wear/tear on wood. Increasingly, destination mountain bike trail systems are funding and hiring part- or full-time staff to provide maintenance to trail systems. Ensuring a quality, consistent riding experience is key to attracting visitors and keeping a local riding community satisfied and growing.



Programming

To fully activate and create a community around outdoor recreation and mountain biking, certain programming is recommended. School groups or community organizations such as SPARK can integrate mountain biking into their programming and provide young riders with an introduction to the sport and access to mountain bikes. Kids should also be encouraged to organize events or races to get their peers excited about the sport, additionally this supports their own educational and leadership skills. Mountain bike skills clinics and/or guided rides can be provided by area groups such as Chequamegon Area Mountain Bike Association (CAMBA) to help introduce the sport to new riders and help them improve skills. The trail system provide the potential to train for competitions. Having scheduled volunteer days keeps the community engaged, invested in their local trails, and helps improve the conditions of the trails while reducing the maintenance workload of land managers. Events and programming keep visitation numbers high throughout the year.

Next Steps

This concept plan serves as a guiding vision for the development of bike related facilities for the City of Ashland. This plan looks at conceptual opportunities but will require refinement and detailed design. Refinement is needed for the bike park facilities such as pump track, skills course, and tot track. We recommend consulting with a professional trail designer/builder to finalize the layout of the plan and assist with the selection of the features. To bring these concepts and ideas into fruition, the next step is to share the findings of this report with the appropriate city officials, staff, and community stakeholders to gather their feedback, strategize the next steps, and identify funding sources. This coordination will help identify the key areas of need and prioritize projects. Public meetings with community leaders, residents and other stakeholders are encouraged to engage the public and build interest in the project. Additional design, community engagement, site surveys, and permitting will be needed before construction begins. An engineer should be engaged for the bridges and stormwater needs. Permits may also be needed for wetlands and site construction, along with a survey of wetlands, utilities and other infrastructure.



CONCLUSION

This document presents the feasibility, key opportunities, constraints, and recommendations for the development of bike focused infrastructure within Ashland. The terrain, supporting infrastructure, and existing area amenities offer highly suitable conditions for the incorporation of bike facilities. The trail system will provide new connectivity options across the city and create bike focused options close to home for area youth. The planned Central Railyard Park amenities provide an engaging experience for users of all ability levels with a focus on novice and young riders, filling a needs gap for this user group. This type of recreation will offer kids who don't play traditional sports a chance to get outside and stay active while learning vital skills such as balance, confidence, independence, and more. The incorporation of the bike amenities and trails introduces new features to the area, adding to the appeal of the region and attracting visitors. Overall, the development of bike focused infrastructure encourages residents to enjoy the outdoors and improves the quality of life for residents and visitors to the Ashland area.



APPENDIX A: GENERAL TRAILS PLANNING & DESIGN GUIDELINES

The following are guidelines for the construction and maintenance of trails. The natural environment is dynamic and unpredictable. The nature of recreational trails and roads, the desired user experience, and the constant forces acting on natural surface trails and roads make strict standards untenable and undesirable. As such, the guidelines below are simply that: best management practices that should be followed within environmental constraints.

Trail System Design

Mountain Bike-Optimized Trails and Preferred Direction Trails

Mountain bike-optimized singletrack trails are designed and constructed to enhance trail experiences specifically for mountain bikers. Mountain bike-optimized trails might differ from traditional trails in several ways: enhanced tread shaping, directional or one-way travel, and the addition of man-made technical trail features (TTFs). Bicycles move differently along a trail than other modes of transportation. The movement of the wheel, the use of gravity and friction, the transfer of energy from the rider to the wheel – these offer both opportunities and constraints for trails and trail features that may differ from those of other users.

Mountain bike-optimized and one-way trails that harness gravity are a growing area of interest for mountain bikers. These trails can be designed and built at any level, from beginner friendly flow trails to extremely difficult race-oriented downhill trails. Riders cherish the feeling of flight that a bicycle provides while coasting through a succession of bike-optimized features from top to bottom. A consistent trail is not necessarily a boring or easy trail (though it can be), it's one that is designed such that a preceding section of trail prepares users for the subsequent sections. This is a hallmark of flow trails and can be particularly important for beginner trails, as well as for higher speed trails with gravity features, such as jumps and drops.

As trail systems grow and become congested, one-way trails help to take the pressure off popular shared-use trails. Riders looking for speed, thrill, and challenge will have their own designated areas, and users traveling at slower speeds will have their own trails. Well-designed mountain bike-optimized singletrack and gravity singletrack are exciting for mountain bikers but are also designed to help manage risk and minimize user conflict.



Rolling Contour Design

Providing consistent climbs and extended descents is a design priority. Trails may contour gently up or down for consistent lengths to maximize climbs and descents. This is known as rolling contour design. All shared- use trails should be of rolling contour design to minimize impact and sedimentation in the watershed.

Stacked Loops

A stacked-loop system is a series of loops somewhat like links in a chain. The loops can vary in length and difficulty. In a stacked-loop system, the loops that are closest to the trailheads are more inviting to novice riders, and the loops further out cater to more advanced riders. This creates a progression of experiences and challenges as users explore the trails in more depth.

Progressive Hubs and Clusters

A trail system of hubs and clusters looks more like spokes radiating out from a central junction and intersecting at various points. A trailhead or major intersection is a hub. A cluster is a concentration of trails radiating out from the hub. Like a stacked loop system, hubs and clusters are designed with skill level progression in



mind. Hubs and clusters give users more trail options for varying skill levels at each hub, allowing for skill level diversity. At many intersections, riders have the option to change trail difficulty or continue on the same difficulty level.

With progressive trail features, a mountain biker may become a better rider by gradually moving up in trail difficulty. This practice also spreads out visitors and helps reduce trail user conflict. This is also a proven risk management tool. Signage shows difficulty levels at every hub and wherever necessary in the trail system to help users choose trails based on their skill levels and desired experience. Giving riders the option to warm up before hitting more technical segments provides a level of safety in the system.

Loops and clusters are often favored over out-and-back routes because they offer variety. People love the adventure of starting down one path and returning to the same point by way of a different trail. With loops or clusters in a trail system, visitors can choose a short route, a combination of routes, or a long outer route.

Progressive design and construction also allow users of different levels to ride the trails in the same system, so families and groups can enjoy being together in one place and riders can find a trail that matches their skills and progress.



Trail Difficulty Rating System

In order for a trail system to provide the varied riding experiences and skill progression which trail users seek, the trails must be built to provide relatively specific challenges and riding characteristics. For the purposes of this conceptual trail plan, the difficulty rating system has been simplified into three levels:

- Easiest Trails, Green Lines (green circle) – For beginners, these trails have a smoother and wider tread, lower trail grades, and less exposure.
- More Difficult, Blue Lines (blue square) – For intermediate riders, these trails can be steeper, more technically difficult, or longer.
- Very to Extremely Difficult Trails, Red Lines (black diamond or double black diamond) – For advanced riders, these trails offer a combination of difficult trail tread, technical features, and long distances for those looking for challenge and endurance-oriented experiences. Generally, they have significant exposure and have less predictable surfaces.

This system was adapted from the International Trail Marking System used at ski areas throughout the world. Many trail networks use this type of system, most notably resort-based mountain biking trail networks. The system applies well to mountain bikers and is also applicable to other visitors such as hikers and equestrians. These ratings should be posted on trail signage and in all maps and descriptions. Following is a summary of criteria to be considered when implementing a trail rating system.

Tread Width

The average width of the active tread or beaten path of the trail.

Tread Surface

The material and stability of the tread surface is a determining factor in the difficulty of travel on the trail. Some descriptive terms include hardened (paved or surfaced), firm, stable, variable, widely variable, loose, and unpredictable.

Trail Grade (maximum and average)

Maximum grade is defined as the steepest section of trail that is more than approximately 10 feet in length and is measured in percent with a clinometer. Average grade is the steepness of the trail over its entire length. Average grade can be calculated by taking the total elevation gain of the trail, divided by the total distance, multiplied by 100 to equal a percent grade.

Natural Obstacles and Technical Trail Features

Objects that add challenge by impeding travel. Examples of natural obstacles include rocks, roots, logs, holes, ledges, drop-offs. The height of each obstacle is measured from the tread surface to the top of the obstacle. If the obstacle is uneven in height, measure to the point over which it is most easily ridden. Technical trail features are objects that have been introduced to the trail to add technical challenge. Examples include rocks, logs, elevated bridges, teeter-totters, jumps, drop-offs. Both the height and the width of the technical trail feature are measured.



IMBA Trail Difficulty Rating System



	 EASIEST WHITE CIRCLE	 EASY GREEN CIRCLE	 MORE DIFFICULT BLUE SQUARE	 VERY DIFFICULT BLACK DIAMOND	 EXTREMELY DIFFICULT DBL. BLACK DIAMOND
TRAIL WIDTH	72" (1,800 mm) or more	36" (900 mm) or more	24" (600 mm) or more	12" (300 mm) or more	6" (150 mm) or more
TREAD SURFACE	Hardened or surfaced	Firm and stable	Mostly stable with some variability	Widely variable	Widely variable and unpredictable
AVERAGE TRAIL GRADE	Less than 5%	5% or less	10% or less	15% or less	20% or more
MAXIMUM TRAIL GRADE	Max 10%	Max 15%	Max 15% or greater	Max 15% or greater	Max 15% or greater
NATURAL OBSTACLES AND TECHNICAL TRAIL FEATURES (TTF)	None	Unavoidable obstacles 2" (50 mm) tall or less Avoidable obstacles may be present Unavoidable bridges 36" (900 mm) or wider	Unavoidable obstacles 8" (200 mm) tall or less Avoidable obstacles may be present Unavoidable bridges 24" (600 mm) or wider TTF's 24" (600 mm) high or less, width of deck is greater than 1/2 the height	Unavoidable obstacles 15" (380 mm) tall or less Avoidable obstacles may be present May include loose rocks Unavoidable bridges 24" (600 mm) or wider TTF's 48" (1,200 mm) high or less, width of deck is less than 1/2 the height Short sections may exceed criteria	Unavoidable obstacles 15" (380 mm) tall or less Avoidable obstacles may be present May include loose rocks Unavoidable bridges 24" (600 mm) or narrower TTF's 48" (1,200 mm) high or greater, width of deck is unpredictable Many sections may exceed criteria

Trailheads

Well-placed trailheads and parking lots contribute to a successful trail system. Trailheads should be located in areas of lower elevation, as most trail users prefer outbound climbs with inbound descents back to the parking area. This also helps mitigate risk by allowing fatigued riders an easier route back to their starting point. This is especially true for mountain bikers, and necessary for families and beginners. Trailheads should offer information useful for the trail users, including trail maps, location information, emergency contact details, and volunteer information.

Sustainable Trails

A sustainable trail balances many elements and is designed to have little impact on the environment. Sustainable trails resist erosion through proper design, construction, and maintenance and blend with the surrounding area. A sustainable trail also appeals to and serves a variety of users over many years. It is designed to provide enjoyable and challenging experiences for visitors by managing their expectations effectively. Following sustainable trail design and construction guidelines allows for high-quality trail and education experiences for users while protecting the land's sensitive resources. For additional trail design, construction, and maintenance techniques, refer to Trail Solutions: IMBA's Guide to Building Sweet Singletrack. These guidelines are appropriate for any hike, bike, or equestrian trail.



Signage

The development of a mountain bike trail network requires the development of a comprehensive system of signs. Signs are the most important communication tool between land managers and trail users. A well-implemented and maintained signage system enhances the user experience by helping visitors navigate the trail network and providing information about the area. Signage also plays a critical role in managing risk and deploying emergency services.

Recommended signage for the trails should be simple, uncluttered, and obvious with a sign at every major intersection to help users stay on track. Signs should meet the needs of all users, from the daily trail user to someone who is experiencing the trails for the first time. In order to serve the variety of visitors, sign placement should be strategic and frequent. Because signs can intrude on the natural outdoor experience, too much signage can be unsightly. Balancing competing interests is key to developing a successful signage program.

Sign Types

A variety of signs can be created to help users identify trails and their location, select routes, remain confident in their trail choices, find destinations and key points of interest, and understand regulations and allowed uses. Signage can also be interpretive, helping visitors learn about responsible recreation, trail etiquette, and resource protection, as well as how to reduce risk and hazards.



Informational signs

Usually positioned at the trailhead and major intersections, informational signs provide details such as trail length and difficulty. These include signs that identify a trailhead from a road, signs at a trailhead kiosk, trail intersection signs, waymarks, difficulty rating signs, and trail length or elevation gain and loss signs.

Regulatory signs

These types of signs delineate rules, such as prohibited activities, direction of travel, or other restrictions.

Directional signs

Directional signs provide navigational information.

Warning signs

Often incorporating highly visible designs, these signs warn trail users of upcoming hazards or risks. These include visitor rules and regulations, allowed activities, road and trail intersections, and emergency signs.

Educational signs

Educational signs can provide a variety of information for trail users, such as guidelines for responsible recreation, descriptions of natural or cultural resources, trail etiquette, and bike skills.



APPENDIX B: BENEFITS OF MOUNTAIN BICYCLING TRAILS

Promoting Active and Healthy Lifestyles

The benefits of mountain biking may start on the trails, but they don't end there. Learning to ride a bike is a rite of passage. Bikes and the sport of mountain biking provide a multitude of opportunities to teach children valuable lessons that will carry into adulthood.

Obesity is at a high, while activity levels among Americans are plummeting. With its progressive nature and way of stimulating the senses, mountain biking is appealing, especially to youth, and provides an excellent form of recreation for reversing the trend toward poor health. Since riding a bike provides excellent cardio conditioning, improves strength and coordination, and burns several hundred calories an hour, it is an activity as appealing to parents as it is to kids.

The unstructured play that mountain biking provides inspires people to explore and appreciate the natural world, leading to positive associations with outdoor activities and exercise.

Mountain biking allows individuals to advance at their own pace, so kids looking for a challenge can have just as much fun as children who are more interested in exploring the scenery. Riding in nature provides an environment where children can work on their skills, have fun, and pedal their bikes without parents having to worry. Mountain biking is a cross-generational endeavor, accessible to all ages and levels of physical fitness. Going for a trail ride is an excellent way for parents to do more than support their children's activities, it's a way to share the experience. Every ride is an opportunity to create a healthy lifestyle and pass on lessons that are best learned through experience.

Several studies on physical activity have indicated that proximity to recreational facilities, such as trails, is a predictor for physical activity. Simply put, if there are walking and biking trails nearby, then residents are more likely to use them and

therefore be healthier. Physical health and exposure to nature also benefit mental health, reducing stress and increasing happiness. In addition, individual and community health translate to economic benefits by decreasing health care costs.



Contributing to Economic Growth

A well-designed trail system can stimulate economic growth by increasing activity within the local population as well as attracting visitors from outside. Trails can generate business in retail sales and services, support jobs, provide sustainable growth in rural communities, and produce tax revenue. Access to trails also correlates to a higher quality of life, thus making the community more desirable and capable of attracting new businesses and workers to an area.

IMBA assists local communities in increasing mountain bicycling tourism as a sustainable, renewable source of economic development. A mountain biking destination is one that attracts tourists to an area for the benefits of the mountain biking experience; provides visitors with all of the amenities needed to compliment, ease, and enhance their visit; and in turn creates word of mouth about the community that will draw new and repeat visits.



According to the Outdoor Industry Alliance, mountain bicyclists represent approximately 3.4% of the U.S. population, or nearly 10.6 million participants. IMBA's own research indicates that enthusiasts, who represent a portion of this overall number, travel extensively within a four-hour range and will typically devote one week per year specifically to travel to reach mountain bicycling destinations. Same-day visitors spend approximately \$35 per day in local communities while destination visitors spend closer to \$193 per day (due in part to lodging and increased meal purchases).

While mountain bicyclists are certainly willing to travel to ride, they will only do so if their destination contains a key ingredient: high-quality trails. These trails must be of a sufficient length and contain a variety of experiences, such as traditional singletrack, bike-optimized singletrack, bike parks, and shuttle options. The competition for these destination-quality locations is slowly increasing over time.

A case study in Cable, Wisconsin, clearly illustrates how a community can benefit from offering a world-class bicycling experience. Construction of new bicycle trails in Cable resulted in:

- Increased property values.
- Increased spending on bicycle related goods.
- 35 jobs created annually, adding \$523,000 to total employee compensation.
- Nearly \$1.3 million impact related to spending from mountain bicyclists.

Fostering Community Pride and Identity

Involving community members in the planning, building, and maintaining of trails fosters community pride. In order to maintain sustainable trails, care of the trail system should be managed by local enthusiasts and rely on an organized membership base. Volunteering to help with trails provides an opportunity for area residents to connect with each other and with the terrain and land that surround them. IMBA members donate nearly one million volunteer hours to trails throughout North America every year, making volunteerism a large part of mountain bike culture.

Trails and parks also provide informal opportunities for people to meet and interact with others in a natural setting. Connection to nature is paramount to maintaining the health of the environment and making the outdoors relevant and accessible to all. Trails serve a diverse population and cultivate unity and stewardship in the community. Trails can even revitalize blighted areas, for example, turning landfills into bike parks or gravel pits into trailheads.

Preserving Open Space

Trails make communities better places to live by preserving and creating open spaces for recreation. Greenways function as hands-on environmental classrooms for people of all ages, providing opportunities to enjoy nature close up. With its abundant plant life, open spaces can decrease pollution, protect water quality, and reduce soil erosion. Economic growth and property values are also tied to open space as buyers are generally willing to pay more for property located close to parks and open space. The recreation, health, economic, and environmental benefits of trails can contribute to an overall enhanced quality of life in nearby communities.

Encouraging Positive Recreation Use to Displace Negative Use

Without a plan, undeveloped areas are often haphazardly transformed by users creating unauthorized sites to suit their personal wants. Purposefully designing trail systems can help create diverse recreational opportunities, encourage safe use, and meet the needs of the entire community. Unauthorized trail building and dumping or other unacceptable activities can damage ecology, cause safety hazards, and leave behind debris that is both unsightly and illegal. The best way to encourage positive use is to displace negative use. A well-planned trail system can discourage and displace destructive activities with healthy recreational use that attracts visitors of all ages.



APPENDIX C: FIGURES

Figure 1: Ashland Trail Concept Plan Overview

Figure 2: Bay City Creek Concept

Figure 3: Memorial Medical Center Concept

Figure 4: Central Railyard Park Concept

City of Ashland Trail Concept Plan Overview Map

ASHLAND, WI
DECEMBER 2022

Legend

Existing Site

- City Parcel
- County Parcel
- Northland College Parcel
- School Parcel
- Memorial Medical Center Parcel

- Road
- Parcel
- Stream/River
- ARTS Trail
- Ski Trail
- Trail

Proposed Concept

- Beginner Shared - Use Trail
- Beginner Bike Optimized Trail
- Intermediate Shared - Use Trail
- Alternate Intermediate Shared - Use Trail
- Intermediate Bike Optimized Trail
- Gravel Path
- Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are Approximate. Do not use for design development or construction estimates.



This work is licensed under the Esri Master License Agreement. View Summary | View Terms of Use Important Note: This item requires an ArcGIS Online organizational subscription or an ArcGIS Developer account and an account that is a member of an organizational subscription. Sign in with a developer account. Register an application and use your application's credentials. If you do not have an account, you can sign up for a free trial of ArcGIS or a free ArcGIS Developer account.

City of Ashland
Trail Concept Plan
MMC Trail Concept

ASHLAND, WI
DECEMBER 2022

Legend

Existing Site

- City Parcel
- County Parcel
- Northland College Parcel
- School Parcel
- Memorial Medical Center Parcel

- Road
- Parcel
- Stream/River
- Ski Trail
- Trail

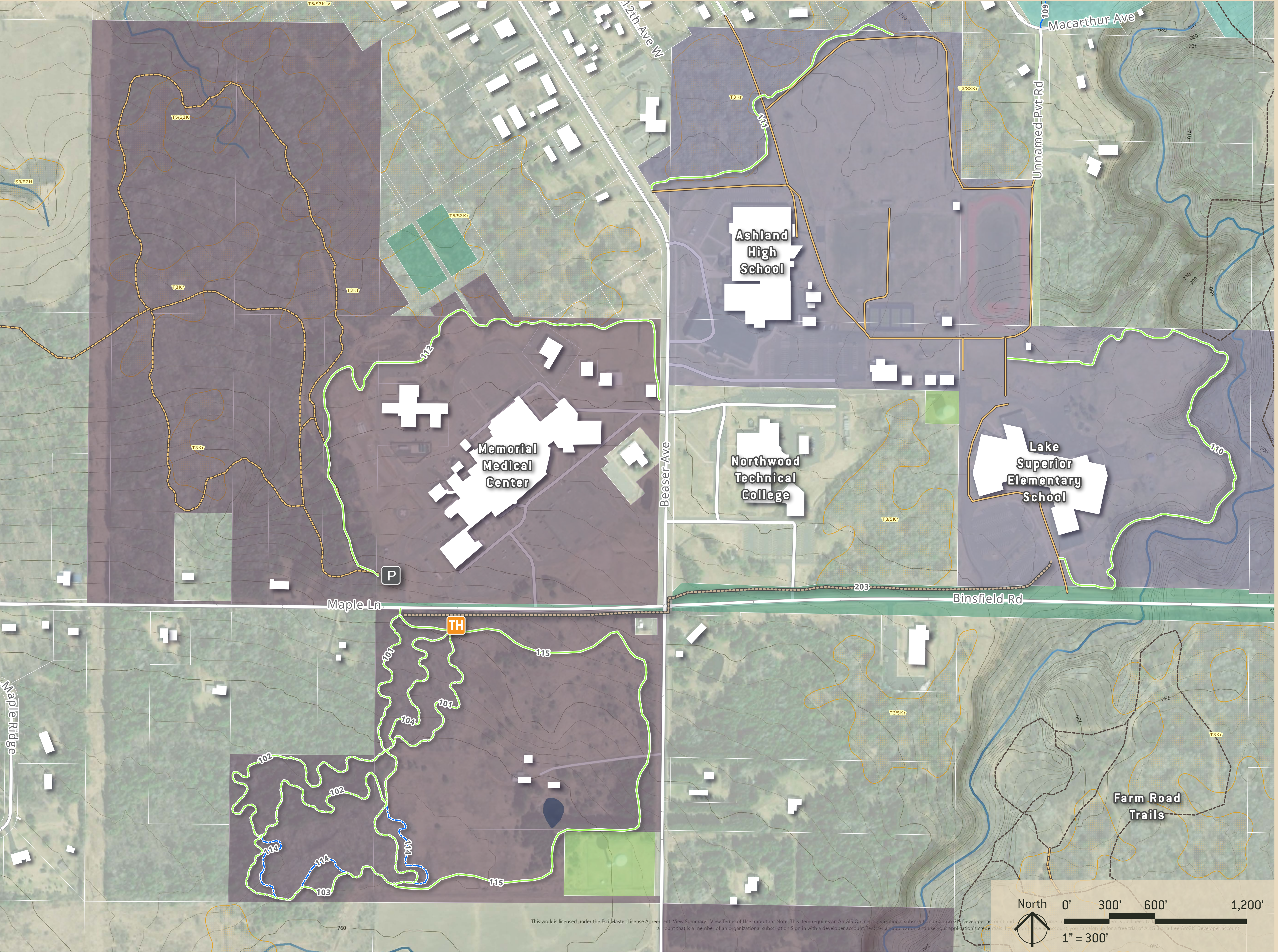
Proposed Concept

- Beginner Shared - Use Trail
- Beginner Bike Optimized Trail
- Intermediate Shared - Use Trail
- Intermediate Bike Optimized Trail
- Gravel Path
- Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are Approximate. Do not use for design development or construction estimates.



City of Ashland, WI
Central Railyard Park
Bike Amenity Concept

ASHLAND, WI
DECEMBER 2022

Legend

Proposed Concept

- Natural Surface
- Bike Plaza/Sidewalk
- Pumptrack
- Deep Pumptrack Berm
- Pumptrack Drainage
- Shade Structures
- Wooden Ladder Feature
- Proposed Tree
- Roller
- Bike playground features
- Trailhead

Prepared by:



Note: This map is intended for planning purposes only. Property boundaries are Approximate. Do not use for design development or construction estimates.



APPENDIX D: PRE-FAB FEATURES

Supplemental Resources for Prefabricated Features

The vast majority of prefabricated features recommended for Central Railyard Park consist of varying sizes of Ladder Bridges. Below you will find supplemental resources that will assist the City in understanding, sourcing and installing these features. The information provided here is for Progressive Bike Ramps (PBR) engineered prefabricated features, there may be other suppliers capable of providing these features, but this is the supplier that we have used with great success on many projects.

In the following excerpt from PBR's Catalog on ladder bridges, it is important to note that nearly any situation can be accommodated by their ladder bridges.

Included in this appendix are installation instructions, Earth Anchor specifications, a framework submittal and a sample detail of a ladder bridge.

Progressive Bike Ramps Contact:

P: 417-288-4466, E: sales@progressivebikeramps.com

LADDER BRIDGES/ SKILLS FEATURES

Ladder Bridges have become a staple for bike park skills areas. Originally created to bridge sensitive trail crossings, especially in marshy terrain, the popularity of ladder bridges for skill building and just plain fun has helped make these features a must have in any bike park master plan.

While standard widths and lengths are shown, Progressive Bike Ramps features can be modularly expanded to fit nearly any situation.





There are two different types of earth anchor plates that we use to attach to features in different locations. The “bat wing” type as shown here attach to the toes of the ramps (i.e. ladder bridges, Nessy, wedge table). They will also attach to wall rides in front and back and will accept one ground anchor each. This will eliminate the need for any concrete unless dense rock is found and you are unable to drive an anchor.



The upside down C —channel is able to attach to both the middle support posts and to the toes of features like ladder bridges. It is a good idea to either hammer down the piece to where it is solidly touching the ground, or to dig out a small area to make this happen (a small shovel or a claw hammer are completely acceptable tools for this task). Once in place you are ready for the ground anchors. This plate accepts two ground anchors. This distributes the load better and again eliminates the need for concrete (except in certain instances). A couple of things to note here: 1) If you are dealing with a very rocky soil, or in an area with a lot of roots it may be necessary for a pilot hole to be drilled prior to driving the ground anchor. This can be done with a hammer drill and masonry bit available at any hardware store. 2) If you are in looser soil and feel our standard 18” penetrator is not sufficient we can provide longer (or shorter) anchors depending on the soil needs.



When it comes to driving the earth anchors all that you need in “standard” soil is an 18v cordless impact with a ½” drive. Using this tool will eat through some batteries pretty quick so we recommend having several or using electric or pneumatic power if available. The ground anchor we use is an 18” Penetrator (yes that is the name we can’t make this up). It is made of Aircraft-Quality cast aluminum 356 alloy; heat-treated to T6 Specification; has a length (depth) of 18” from flange to tip; has a flange diameter of 2”; flight diameter of 1 ¾”; and neck diameter of 1”.



LOAD CAPACITY

Pullout strength with flight fully embedded

Hardpan or asphalt	Soil Class 1 Dense sand or gravel	Soil Class 2 Medium sandy gravel	Soil Class 3 Loose medium-to-fine sand	Soil Class 4 Loose fine uncompacted sand
2,500 lb 11.1 kN	1,700 lb 7.56 kN	600 lb 2.67 kN	350 lb 1.56 kN	200 lb 0.89 kN

At this particular site pilot holes were not needed; however on the same site we ran into heavy rock and had to drill a pilot hole in order to properly drive the ground anchors. If you ever run into an area where you absolutely cannot get an anchor to drive to depth it is at that point another solution will need to be used. In this case we would recommend a small pad to whatever depth you can and utilizing J-bolts. The anchors can be driven into asphalt as well and it is recommended that a 1” pilot hole be drilled.





After parts are assembled and earth anchors are driven the product will be completed, and ready to ride.

The earth anchor supports are made of:

- 7 gauge (3/16") galvanized steel.
- Powder coated finish to protect against the elements further.
- Bolt patterns for "toes" and posts.

For permanent use we recommend that you cover the earth anchor supports with dirt, mulch, or other natural material. For temporary use leave uncovered for ease of removal.

If you need further assistance contact:

Don Wimer: Project/Install Manager
1-855-727-7267 ext 150
don@progressivebikeramps.com

Robert Botts: PBR Product Engineer
1-855-727-7267 ext 126
Robert@progressivebikeramps.com

Jason Stouder: PBR-VP
1-855-727-7267 ext 123
jason@progressivebikeramps.com





American Earth Anchors

The best screw you will have in the dirt™

QUICK REFERENCE

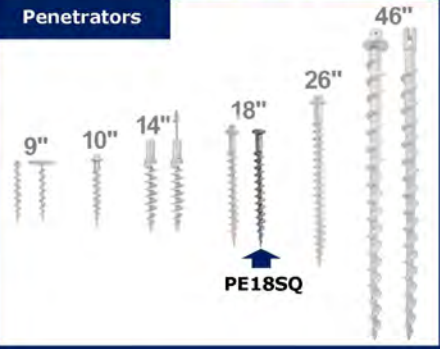
PE18SQ | Specifications

18" Penetrator™ with square-drive (flat) head

- Aircraft-quality cast aluminum 356 alloy
- Heat-treated to T6 specification
- Install with 1/2" square drive
- Removable

1.3 lb
(.6 kg)

Penetrators



Fits 1/2" square drive



LOAD CAPACITY

Pullout strength with flight fully embedded

Hardpan or asphalt	Soil Class 1 Dense sand or gravel	Soil Class 2 Medium sandy gravel	Soil Class 3 Loose medium-to-fine sand	Soil Class 4 Loose fine uncompacted sand
2,500 lb 11.1 kN	1,700 lb 7.56 kN	600 lb 2.67 kN	350 lb 1.56 kN	200 lb 0.89 kN

Contact us for CUSTOM WORK
Size, length, shape, material,
prototypes, cable assemblies

866-520-8511
+1 508-520-8511

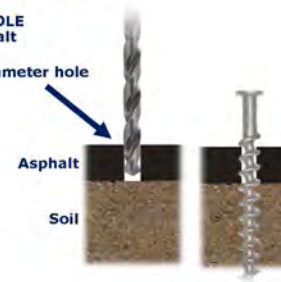
PE18SQ | Installation

QUICK REFERENCE

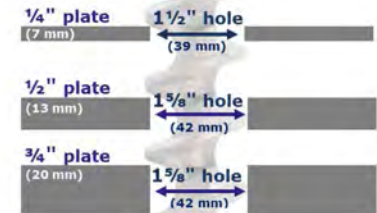
Through asphalt

Drill PILOT HOLE
through asphalt

1" (2.5 cm) diameter hole



Through metal plate



Installation methods



Impact wrench



AEA T-handle

Attachment accessories

Contact us for custom bracket/sleeve sizes and designs



Tie-off cable
PE-TC

Can be doubled over to
make large loop around
structural member



Sleeves
and plates



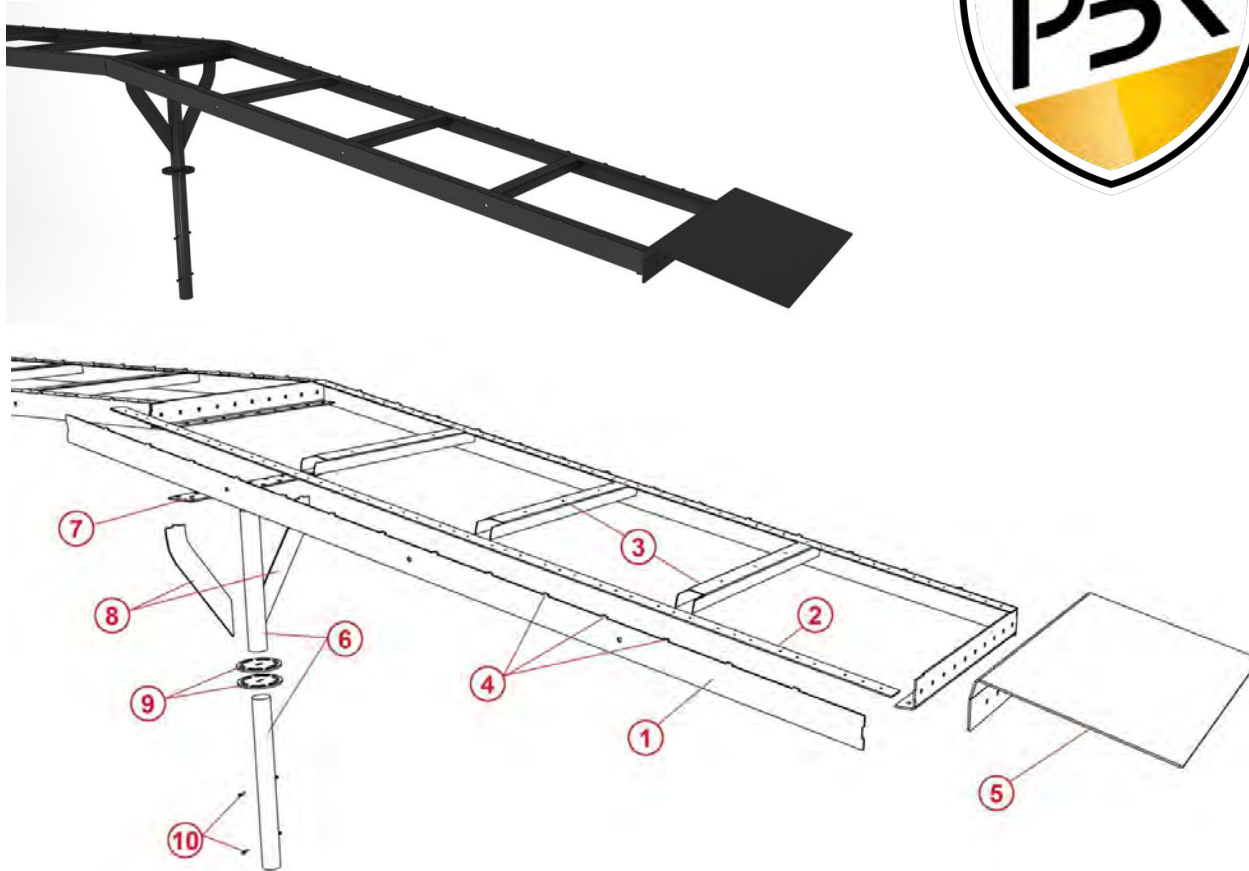
Brackets

866-520-8511
+1 508-520-8511
Contact us for CUSTOM WORK
Size, length, shape, material,
prototypes, cable assemblies

Contact us for CUSTOM WORK
Size, length, shape, material,
prototypes, cable assemblies

866-520-8511
+1 508-520-8511

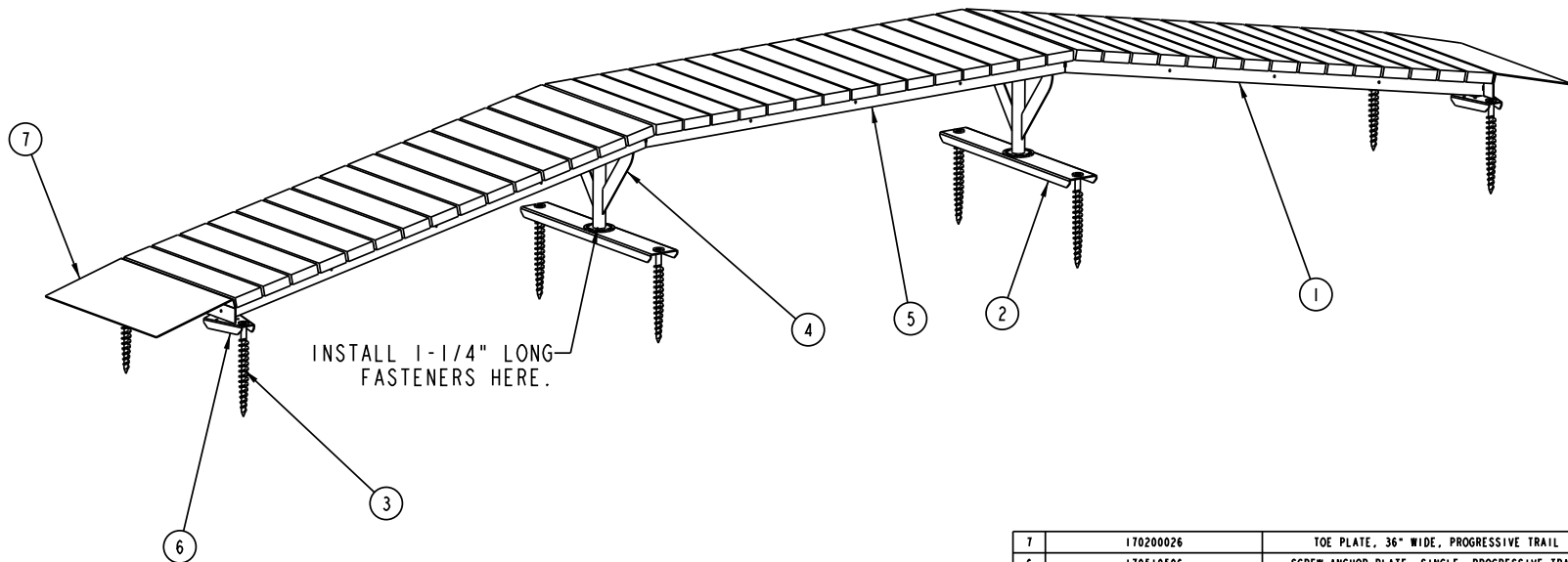
Progressive Bike Ramps- Framework Submittal



Progressive Bike Ramps
601 McKinley Ave
Joplin, MO 64801
1-855-727-7267
www.progressivebikeramps.com

- 1) **Side Support**- 7-gauge galvalneal laser cut, powder-coat paint finish
- 2) **Top Support**- 10-gauge galvalneal laser cut, laser cut hole pattern for riding surface, Powdercoat paint finish
- 3) **Lateral Support**- 13-gauge galvalneal laser cut, CNC- formed metal support, powder-coat paint finish
- 4) **Locator Tabs**- laser cut, tabs for proper riding surface spacing
- 5) **Transition Plate**- 7-gauge galvalneal laser cut, CNC-formed metal support, powder-coat paint finish, vertical support underneath
- 6) **Support & Anchor**- 2" schedule 40 pipe, powdercoat finish
- 7) **Support Plate**- 7-gauge galvalneal laser cut, powder-coat paint finish
- 8) **Lateral Support**- 7-gauge galvalneal laser cut, powder-coat paint finish
- 9) **Anchor Plate**- ¼" galvalneal laser cut, powder-coat paint finish
- 10) **Nelson Studs**- welded 4" from the bottom & 8" between, powdercoat paint finish

REVISION HISTORY			
REV	DESCRIPTION	REVISED	DATE



7	170200026	TOE PLATE, 36" WIDE, PROGRESSIVE TRAIL	2	
6	170510596	SCREW ANCHOR PLATE, SINGLE, PROGRESSIVE TRAIL	4	
5	170110105W	FRAME W/LUMBER, 8' LONG, 3" WIDE, PROGRESSIVE TRAIL	1	
4	170200069	FIXED LEG, 2' HIGH, 36" WIDE, PROGRESSIVE TRAIL	2	
3	110460024	EARTH ANCHOR, 18" LONG, PROGRESSIVE TRAIL	8	
2	170510592	ANCHOR CHANNEL, 42", PROGRESSIVE TRAIL	2	
1	170110095W	8' RAMP, 2' HIGH, 36" WIDE, PROGRESSIVE TRAIL	2	
ITEM		PART NUMBER	DESCRIPTION	QTY

TOLERANCES
UNLESS OTHERWISE SPECIFIED
(X, X) : ±0.125
(X, XX) : ±0.060
(X, XXX) : ±0.030
ANGULAR : ±1.0°

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JOPLIN, MO. 64801
PHONE: (417) 206-6816
FAX: (417) 206-6888
www.americanrampcompany.com

STRAIGHT LADDER
2' HIGH, 36" WIDE, PBR
DWG NO. SL-11D-2-270-36-EA
658.9

DRAWN BY: R. BOTTS
DATE: 16-Mar-18
RELEASE LEVEL: Concept

DO NOT SCALE THIS PRINT
SHEET 1 OF 2

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SUBJECT: Approve an Ordinance to Amend Chapter 165 (2021-1945) Comprehensive Fee Schedule, Exhibit 1, Ashland City Ordinances Regarding Commercial Construction Permits and Demolition Permits (*Planning Director*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Approved by Committee of the Whole, March 28, 2023

EXHIBITS:

1. Proposed Ordinance 2023-1976
2. 2023 Chapter 165 Exhibit Comprehensive Fee Schedule Marked Up

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The Planning and Development Department is proposing changes to some permit fees in the City's Fee Schedule. The dollar threshold where permits are required for commercial projects is \$2,500 rather than \$5,000 in labor and materials as listed in the fee schedule currently. Permits are required for any commercial project where work of \$2,500 or greater is proposed. Building Inspector Steve Schraufnagel discussed this with former Planning and Development Director Megan McBride and the Planning Department has required permits for commercial projects of \$2,500 or greater. The City's current fee schedule states that projects over \$5,000 require a permit. Staff recommends changing the fee schedule to ensure consistency with the City's building permit application. In Section B (Commercial Construction Permits) on the Fee Schedule, staff recommends changing the dollar threshold for the following:

- Miscellaneous repairs under ~~\$5,000~~ \$2,500 in labor and materials, which do not involve structural alterations, or changes to existing egress, do not require a permit.
- Projects ~~\$5,000~~ \$2,500 and above in labor and materials or structural alterations, asbestos, lead paint, and other hazardous material removal, or changes to existing egress, at any cost require a permit.

For interior and/or exterior demolition permits the Planning and Development Department would require permits for projects where the dollar threshold is \$5,000 or greater for residential demolitions and \$2,500 or greater for commercial demolitions or structural changes. A \$25 flat fee would apply for demolition permits and the intent of the fee is to cover the staff time involved in reviewing and processing the permits. On projects where demolition and remodeling are proposed the demolition permit and fee would be included in the permitting process. Staff would like to codify the fee required for demolition permits and ensure that demolitions and structural changes are reviewed and inspected as part of the permitting process. By doing so, the Building Inspector can ensure that demolitions occur in accordance with pertinent building codes and that unsafe conditions are avoided. With the process proposed the Inspector can ensure that lead paint, asbestos removal, dust control, and the building's structural integrity will be done/maintained properly.

Staff recommends the following changes for Section D. (Moving and Demolition).

- Change the heading to Moving / Raze / Interior/Exterior Demolition
- Change 2. Demolition Permits to 2. Raze Permits
- Add 3. Interior/Exterior Demo: \$5,000 or greater for residential, \$2,500 or greater for commercial or structural changes - \$25 fee.

Raze permits are required when an owner plans to demolish all or part of a structure. An example is if an owner wants to demolish a detached garage and remove it from the property. Interior/Exterior demolition permits would be required for remodeling projects especially where demolition of interior walls or structural changes are proposed. An example is if an owner or tenant would like to remove interior walls and partitions and replace with a new configuration in an existing building. Staff believes that the proposed changes to the fee schedule will ensure consistency with the building permit application and codify when interior/exterior demolition permits are required. More importantly, the changes will ensure that appropriate permits are required for demolition projects and that proper material disposal occurs. The inspector can verify that the building's structural integrity is maintained during the process.

At the March 28, 2023 Committee of the Whole (COW) meeting, staff recommended approval of the fee schedule changes for Interior and Exterior Demolition permits as proposed. The COW provided some input and directed staff to lower the proposed \$50 fee to \$25 for demolition permits. Since the COW meeting, issues arose with a contractor over roofing and siding work and whether permits were required for the work. According to the current fee schedule, the city uses material costs only in determining whether permits are required for residential and commercial roofing and siding projects. This is different from the labor and material costs used to determine whether permits are required for other work. Staff would like to use labor and material costs for roofing and siding projects as is currently the case for other alteration and remodel projects. This would streamline the fee schedule by reducing the number of methods by which permit requirements are determined.

In addition to the changes proposed above, staff recommends the following changes for residential and commercial siding projects (Sections A-Residential Construction Permits and B-Commercial Construction Permits):

- Residential Roofing and Siding Projects
 1. *Roof or siding projects with ~~material costs~~ labor and material costs under \$1,000 do not require a permit.
 2. Roof projects with ~~material costs~~ labor and material costs over \$1,000 - \$30

3. Siding projects with ~~material costs~~ labor and material costs over \$1,000 - \$30

- Commercial Roofing and Siding Projects
 - *Roof or siding projects with ~~material costs~~ labor and material costs under \$1,000 do not require a permit.
 - Roof projects with ~~material costs~~ labor and material costs over \$1,000 - \$75
 - Siding projects with ~~material costs~~ labor and material costs over \$1,000 - \$75

The only changes proposed to roofing and siding projects are that the fee schedule would change from using material costs to using labor and material costs to determine the dollar amount of a roofing or siding project. All permit fees and the \$1,000 threshold at which permits are required would remain the same.

Typically staff would run any proposed fee schedule changes through the COW first and then the Council. In this case staff is recommending approval of the roofing and siding changes also which would prevent having to place the item on an additional COW agenda. It is staff's intent to determine a group of changes in the future and bring them forward at one time which would minimize the number of times Planning/Inspections fee schedule changes would appear on agendas. Staff has made the change requested at the March 28th COW meeting to the proposed Interior/Exterior Demolition Permit fee (from a \$50 flat fee to a \$25 flat fee) and is recommending Council review and approval of the fee schedule changes as proposed.

Sequential Ordinance No. 2023-1976

Chapter 165 (2020-1938)

ORDINANCE TO AMEND CHAPTER 165 (2020-1938) COMPREHENSIVE FEE SCHEDULE, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of April 18, 2023 for the purpose of amending Chapter 165 (2020-1938) Comprehensive Fee Schedule, Exhibit 1, Ashland City Ordinances.

BUILDING PERMITS

Section I

A. RESIDENTIAL CONSTRUCTION PERMITS

3. Roofing and Siding Projects, *shall be amended to read as follows:*

**Roof or siding projects with labor and material costs under \$1,000 do not require a permit*

Roof projects with labor and material costs over \$1,000	\$ 30
Siding projects with labor and material costs over \$1,000	\$ 30

Section II

B. COMMERCIAL CONSTRUCTION PERMITS, *shall be amended to read as follows:*

1. New Construction and Additions

** Does not apply to unfinished storage buildings or airplane hangars*

\$0.25 per square foot - Minimum fee is \$250

2. Alterations and Remodeling to an existing structure (including handicapped ramps)

**Certificate of Appropriateness maybe required on designated Historical Structures or being within designated Historical Districts*

**Miscellaneous repairs under \$2,500 in labor and materials, which do not involve structural alterations, or changes to existing egress, do not require a permit. The cost of furniture and removable equipment/fixtures is excluded from project cost.*

**Projects over \$2,500 in labor and materials or structural alterations, or changes to existing egress, at any cost require a permit.*

\$5.00 per \$1,000 for first \$1,000,000 of project cost - Minimum fee is \$ 25
\$3.00 per \$1,000 for project cost over \$1,000,000

3. Roofing and Siding Projects (including replacement / repair of roof or siding)

**Roof or siding projects with labor and material costs under \$1,000 do not require a permit.*

Roof projects with labor and material costs over \$1,000	\$ 75
Siding projects with labor and material costs over \$1,000	\$ 75

Section III

D. MOVING / RAZE / INTERIOR / EXTERIOR DEMOLITION *shall be amended to read as follows:*

1. Moving Permits

Move buildings or structures that are under 600 sq'	\$ 25
Move buildings or structures that are over 600 sq'	\$ 50

2. Raze Permits

Razes up to 600 sq'	\$30.00
Razes over 600 sq'	\$ 5.00 per \$1,000 of project cost - Minimum \$25

3. Interior/Exterior Demolition Permits

\$5,000 or greater for residential	\$ 50
\$2,500 or greater for commercial or structural changes	\$ 50

Section III

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

PASSED: April 18, 2023

PUBLISHED: April 25, 2023

ATTEST:

Alderpersion

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Exhibit 1: Comprehensive Fee Schedule

commences work on a project which does not have a valid building permit. All residential permits, unless otherwise specified, shall be valid for one year (12 months) from the time of issuance, and all commercial/industrial permits shall be valid for two years (24 months) from the time of issuance.

Unless otherwise specified, all inspection fees are included in Building Permit fees.

A RESIDENTIAL CONSTRUCTION PERMITS

1. New UDC Homes

Plan review fee	\$400.00
Building permit/ Inspections	\$250.00 Manufactured Home
	\$300.00 Custom or Stick Built Home
State Seal	\$100.00
Electrical permit	\$100.00
Plumbing permit	\$5.00 per fixture - \$50 minimum
Occupancy permit	\$100.00
New Build Inspection Fees	\$0.05 per sq foot

2. Alteration/Remodel or Additions (Except siding and roofing projects) \$5.00/\$1,000 of project cost - minimum fee = \$50.00
** Miscellaneous repairs under \$5,000 in labor and materials, which do not involve structural alteration, or changes to existing egress do not require a permit.*
**Projects over \$5,000 in labor and materials, or structural alteration or changes to existing egress, at any cost require a permit.*

3. Roofing and Siding Projects (including replacement / repair of roof or siding)

Changing material cost to labor and material costs	<i>*Roof or siding projects with labor and material costs under \$1,000 do not require a permit</i>
	Roof projects with labor and material costs over \$1,000 \$30
	Siding projects with labor and material costs over \$1,000 \$30

4. Handicapped ramps No fee but permit is still required

**Materials and labor are considered at market value, as if a paid contractor was installing.*

B. COMMERCIAL CONSTRUCTION PERMITS

(Note: a development permit and site plan review may be required for commercial projects.)

1. New Construction and Additions

- * Does not apply to unfinished storage buildings or airplane hangars*
 \$0.25 per square foot- Minimum fee is \$250

2. Alterations and Remodeling to an existing structure (including handicapped ramps)

Changing \$5,000 to \$2,500	<i>*Certificate of Appropriateness maybe required on designated Historical Structures or being within a designated Historical Districts</i>
Changing \$5,000 to \$2,500	<i>*Miscellaneous repairs under \$2,500 in labor and materials, which do not involve structural alterations, or changes to existing egress, do not require a permit. The cost of furniture and removable equipment/fixtures is excluded from project cost.</i>
Changing \$50 to \$25	<i>*Projects \$2,500 and above in labor and materials or structural alterations, asbestos, lead paint, and other hazardous material removal, or changes to existing egress, at any cost require a permit.</i>
	\$5.00 per \$1,000 for first \$1,000,000 of project cost - Minimum fee is \$25
	\$3.00 per \$1,000 for project cost over \$1,000,000

3. Roofing and Siding Projects (including replacement / repair of roof or siding)

<i>*Roof or siding projects with labor and material costs under \$1,000 do not require a permit.</i>		Changing material cost to labor and material costs
Roof projects with labor and material costs over \$1000	\$75.00	
Siding projects with labor and material costs over \$1000	\$75.00	

4. Warehouse / self-storage / hangars \$5.00 per 1000 square feet - \$100 minimum

5. Communication structures/towers \$5.00 per \$1,000 of project cost - \$100 minimum

6. Occupancy Permit \$100.00 flat fee
(Additional fee not required if issued in conjunction with a Building Permit.)

C. PERMIT FEES PERTAINING TO ALL CONSTRUCTION

1. Plumbing Permits

New plumbing fixtures	\$5.00 per fixture - \$50 minimum
All other plumbing alterations for projects of \$5,000 or greater with labor and materials	\$5.00 per \$1,000 of project cost-- \$50 minimum

2. HVAC Permits

HVAC (New)	\$5.00 per \$1,000 of project cost-- \$50 minimum
HVAC (Replacement)	\$5.00 per \$1,000 of project cost-- \$50 minimum
All other HVAC alterations for projects of \$5,000 or greater with labor and materials	

**Residential HVAC replacement requires no permit if heating type & location of heating system is unchanged.*

3. Electrical Permits

Establish new service	\$100.00
All other electrical alterations for projects of \$5,000 or great	\$5.00 per \$1,000 of project cost-- \$100 minimum

**No permit required for replacement of existing service panel or wiring update.*

Exhibit 1: Comprehensive Fee Schedule

4. Renewal of Expired Building Permit 25% of original permit fee
 * Valid for renewals within 36 months of permit expiration. If a permit lapses for longer than 36 months, a new Building Permit and plans must be submitted and the full permit fee shall be paid.

5. Accessory structures under 600 square feet	\$50.00 flat fee
6. Accessory structures over 600 square feet	\$5.00 per 100 sq ft - \$50 minimum
7. Accessory structures - Storage canopy (of any size)	\$50.00
8. Decks	\$50.00
9. Fences	
Up to 50' in length	\$50.00
Fences 50' - 200'	\$75.00
Fences over 200'	\$100.00
10. Parking Lot/Driveway	
Pervious surface	\$3.00 per \$1,000 of project value-- Minimum \$100
Impervious surface	\$5.00 per \$1,000 of project value-- Minimum \$75
11. Solar arrays (rooftop or ground mounted)	\$2.50 per \$1,000 of project value-- Minimum \$50.00

D. MOVING / RAZE / INTERIOR/EXTERIOR DEMOLITION

1. Moving Permits		
Move buildings or structures that are under 600 sq'	\$25.00	
Move buildings or structures that are over 600 sq'	\$50.00	
2. Raze Permits		
Change Demolition to Raze in Section 2	Razes up to 600 sq'	\$30.00
	Razes over 600 sq'	\$5.00 per \$1,000 of project cost - Minimum \$50.00
3. Interior/Exterior Demolition Permits	\$5,000 or greater for residential, \$2,500 or greater for commercial or structural changes	\$25.00

E. MISCELLANEOUS PERMITS

1. Early Start Permit (for footings and foundation)	
Residential	\$75.00
Commercial	\$100.00
2. Certificate of Appropriateness	No Fee

PLANNING, ZONING AND DEVELOPMENT FEES

All fees shall double if the work requiring a permit is commenced without a permit.

<u>A. Development Permit Applications (i.e., Change of Use, Bed & Breakfast Establishment & Fill Permits)</u>	\$75.00
<u>B. Site Plan Review Applications:</u>	
1. New Development less than 10,000 square feet	\$200.00
Review Fee for Amended Site Plan that requires Plan Commission review	\$75.00
Review fee for Amended/Revised Plan Set that requires City staff review	\$50.00
2. New Development greater than 10,000 sq ft.	\$350.00
Review fee for amended site plan that requires plan commission review	\$175.00
Review fee for amended/revised plan set that requires only city staff review (not plan commission)	\$75.00
<u>C. If engineering services are required as part of the site plan review, the following fees apply to land disturbances greater than 10,000 square feet</u>	
Erosion Control	\$100.00
Storm Water Management Plan Review	\$100.00
<u>D. Conditional Use Permit Applications (Class 2 Public Hearing Notice)</u>	\$200.00
Republication Fee	\$50.00
<u>E. Map (rezoning) and/or Text Amendment to Unified Development Ordinance Applications (Class II Public Hearing Notice)</u>	\$200.00
Republication Fee	\$100.00
<u>F. Variance and Appeal Request Applications (Class I Public Hearing Notice)</u>	\$500.00
Republication Fee	\$100.00
<u>G. Comprehensive Plan Amendment Applications</u>	\$500.00
<u>H. Right-of-Way Vacation / Discontinuance Applications (Class III Notice)</u>	
Alley Vacation / Discontinuance Application	\$250.00
Street Vacation / Discontinuance Application	\$500.00
Republication Fee	\$150.00
<u>I. Sale Price of Vacated / Discontinued City Right-of-Way</u>	\$0.25 / sq. ft.

SUBJECT: Approve a Resolution to Submit Wisconsin Department of Natural Resources (WDNR) Grant Applications for Financial Aid for Recreation Purposes: WDNR Stewardship Grant, WDNR Recreational Boating Facilities Grant and WDNR Recreation Trails Program (*Parks and Recreation Director*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Approved Unanimously by Committee of the Whole, March 28, 2023

EXHIBITS: 1. Proposed Resolution No. 17716

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The City Staff is seeking approval of a resolution to apply for Wisconsin Department of Natural Resources (WDNR) State Aid for Recreation Purposes: DNR Stewardship Grant, DNR Recreational Boating Facilities Grant and DNR Recreation Trails Program for the following grants and projects with due dates:

DNR Stewardship Grant - May 1 - Prentice Park Campground Expansion: Funding will be used to construct an additional ten RV sites at Prentice Park. Six sites will be located in the old deer yard area off Juntion Road and four sites will be located in the current RV section of the campground to the south of Park Road. These new additional sites will have water and electricity. Please see the attached renderings.

The 2023 CIP Budget has allocated \$50,000 towards this project. Estimated project cost is \$100,000 to \$120,000. The 50% match would come from the in-kind labor and CIP budget. Ideally, construction would be in 2024.

Recreation Boating Facilities (RBF) Grant - June 1 - Kreher Park Boat Launch: Funding would be used to build

a new two-bay boat launch at the former Superfund site. The estimated cost for the construction of the boat launch is approximately \$1,300,000. This cost is inflated by 30% from the 2020 cost estimate created by AMI Engineering. The City will be asking the Wisconsin Waterways Commission for \$900,000 on an 80/20 split for this project. The City will also be applying for a Sport Fish Restoration Grant to use as a match. The match for this grant is still being determined.

Sport Fish Restoration - October 1 - Kreher Park Boat Launch: Funding would be used as a match to build a new two-bay boat launch at the former Superfund site, as described above. The City will be asking the US Fish and Wildlife Service for \$150,000 for this project. This grant would only be applied for if the WI Waterways Commission approves the RBF grant request. This grant is a 50/50 match which would come from the City's allocation or RBF grant.

WDNR Recreation Trail Program - May 1 - Ashland Rails to Trails (ARTP) Project Repair: 22nd Ave W to Xcel Energy: The City of Ashland will be seeking funding to repair the failing trail from 22nd Avenue West to the Xcel Energy Plant. A 2022 Wisconsin Coastal Management Grant has paid for the engineering, design, and construction documents for this project. Cost for the repair is \$132,000. The match for ARTP is 50/50. The 2023 CIP Budget has \$48,000 towards this project along with in-kind labor.

RESOLUTION No. 17716

RESOLUTION TO SUBMIT WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) GRANT APPLICATIONS FOR FINANCIAL AID FOR RECREATIONS PURPOSES: WDNR STEWARDSHIP GRANT, WDNR RECREATIONAL BOATING FACILITIES GRANT, AND WDNR RECREATION TRAILS PROGRAM

WHEREAS, The City of Ashland is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources for the purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project.

THEREFORE, BE IT RESOLVED, that The City of Ashland has budgeted a sum sufficient to meet the match requirement; and hereby authorizes Sara Hudson, Director for the Department of Parks and Recreation to act on behalf of the City of Ashland to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within six months of project completion date;
- Submit signed documents;
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland does approve the resolution confirming that the City and its staff will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

PASSED: April 18, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution to Designate the Official City Newspaper (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasure/Comptroller

EXHIBITS: 1. Proposed Resolution No. 17715

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on April 11, 2023 that the Daily Press is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51:

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

SUMMARY STATEMENT:

Wisconsin State Statute 985.06(2) requires cities of the 4th Class to designate a newspaper, published in the city, as its official newspaper for publication of Council proceedings and legal notices for the coming year. The Ashland Daily Press has been the City's official newspaper for this purpose.

RESOLUTION No. 17715

RESOLUTION TO DESIGNATE THE OFFICIAL CITY NEWSPAPER

WHEREAS, Wisconsin State Statute 985.06 (2) states:

“In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city’s legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work”;

WHEREAS, The Daily Press meets all qualifications as established in s. 985.06 (2).

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby designates The Daily Press as the “Official Newspaper” of the City of Ashland for publication of official Council proceedings and legal notices for the ensuing year.

PASSED: April 18, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution to Designate Public Depositories (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer/Comptroller

EXHIBITS: 1. Proposed Resolution No. 17714

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Annually, the City must designate official public depositories according to WI State Statute 340.5. The City wishes to use the financial institutions listed below, located within the corporate limits of the City of Ashland:

- Associated Bank
- BMO Harris Bank
- Chippewa Valley Bank
- Northern State Bank

The City would also like to use Bremer Bank in Washburn for depositing public monies and declare them as official public depositories. The City started using Bremer Bank of Washburn as a depository for public funds for the Vaughn Public Library Renovation Fund for depositing public monies, proceeds from library fundraisers, and donated monies that are designated for other library items. The Bank also provides an alternative investing opportunity for investing public funds.

The City also wishes to use Bank First, formerly Hometown Bank, of Fod du Lac, Wisconsin as a depository for public funds. As part of the collection process, funds collected by LifeQuest are first deposited into Bank

First, City of Ashland as the account holder, and then deposited into the City's local account.

It is recommended that the City also declare the Wisconsin Local Government (WLG) Investment Pool as a public depository because it provides another investment opportunity for short-term cash investing needs. The WLF Investment Pool will be a safe tool for investing when local banks cannot offer the best rates.

It is recommended that Council approve the listed depositories for use of holding and investing public funds for the City of Ashland.

RESOLUTION No. 17714

RESOLUTION TO DESIGNATE PUBLIC DEPOSITORIES

WHEREAS, Wisconsin State Statute 34.05 states:

“...the governing board of each public depositor shall, by resolution, designate one or more public depositories, organized and doing business under the laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public moneys received by him or her and specify whether the moneys shall be maintained in time deposits subject to limitations of s. 66.0603 (1m), demand deposits or savings deposits and whether a surety bond or other security shall be required to be furnished under s. 34.07 by the public depository to secure repayment of such deposits. A designation of a public depository by the governing board shall be a designation of the public depository for all treasurers of the governing board and for all public depositors for which each treasurer shall act.”; and

WHEREAS, the City of Ashland wishes to use all four banks located within the corporate limits of the City of Ashland (Associated Bank, BMO Harris Bank, Chippewa Valley Bank, Northern State Bank) and Hometown Bank in Fond du Lac, WI, Bremer Bank of Washburn, and Wisconsin Local Government Investment Pool for the depositing of public moneys; and

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

- Associated Bank, Ashland, WI
- BMO Harris Bank, Ashland, WI
- Chippewa Valley Bank, Ashland, WI
- Northern State Bank, Ashland, WI
- Bank First (formerly Hometown Bank), Fond du Lac, WI
- Bremer Bank, Washburn, WI
- Wisconsin Local Government Investment Pool

are hereby declared to be the official public depositories of the City of Ashland.

PASSED: April 18, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Reaffirm and Accept the Nine Tools of Civility (*Mayor*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

1. Resolution 16549 - Accepting the Nine Tools of Civility
2. Addendum to Resolution 16549

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

At each Reorganizational Meeting, Councilors asked to reaffirm the Nine Tools of Civility, defining the protocol of which meetings should ideally be conducted.

By approving and signing the resolution to reaffirm the nine tools of civility, Council is setting a precedence and being a role model for others to mimic within the community.

RESOLUTION No. 16549 ACCEPTING THE NINE TOOLS OF CIVILITY

WHEREAS, the residents of Ashland place a high value of respect and civility in their lives and they understand that their characteristics are essential to any healthy community, and;

WHEREAS, the Ashland City Council supports opportunities for civil discourse and discussion in the community, and;

WHEREAS, the Ashland City Council addresses sometimes controversial issues about which people often feel passionately-which at times leads to uncivil behavior, and;

WHEREAS, an atmosphere of incivility and disrespect can have a damaging effect on the proceedings, on the quality of debate, and on the practice of democracy itself.

THEREFORE, BE IT RESOLVED that the Ashland City Council recognizes nine tools of civility that will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our community. These tools include:

1. Pay Attention. Be aware and attend to the world and the people around you.
2. Listen. Focus on others in order to better understand their points of view.
3. Be Inclusive. Welcome all groups of citizens working for the greater good of the community.
4. Don't Gossip. And don't accept when others choose to do so.
5. Show Respect. Honor other people and their opinions, especially in the midst of a disagreement.
6. Be Agreeable. Look for opportunities to agree; don't contradict just to do so.
7. Apologize. Be sincere and repair damaged relationships.
8. Give Constructive Criticism. When disagreeing, stick to the issues and don't make a personal attack.
9. Take Responsibility. Don't shift responsibility and blame onto others; share disagreements publicly.

BE IT FURTHER RESOLVED, that the Ashland City Council shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

PASSED: June 10, 2008

ADDENDUM TO RESOLUTION 16549
ACCEPTING THE NINE TOOLS OF CIVILITY

BE IT FURTHER RESOLVED, the Mayor and Ashland Common Council, newly organized on April 18, 2023, hereby ratify the original action taken on June 10, 2008 and shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

Approved and Signed: April 18, 2023

Kevin Seefeldt, District 1

Laura Graf, District 5

Sarah Jackson, District 2

Charlie Ortman, District 6

Ana Tochtermann, District 3

Dick Pufall, District 7

Andrew Goyke, District 4

Attested by:

Matt MacKenzie, Mayor

Denise Oliphant, City Clerk

SUBJECT: Approve to Accept Bid from Jake's Excavating & Landscaping, LLC, Award a Contract for the 2023 MacArthur Avenue Reconstruction Project, and Approve Change Order No. 1 (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1. MacArthur Ave Reconstruction Project Location
2. Cedar Corporation Bid Analysis
3. Bid Tabulation
4. Change Order No. 1

EXPENDITURES REQUIRED:

	BID TOTAL	DEDUCTIVE CO #1	CONST TOTAL	CONST CONTINGENCY (10%)	CONST EXPENSE TOTAL	
Street Imp (CP Fund 470)	\$772,486.60	-\$ 35,050.00	\$737,436.60	\$ 75,218.58	\$812,654.18	57.7 %
Water Utility (Fund 680)	\$543,103.89	\$0.00	\$543,103.89	\$ 52,882.42	\$595,986.31	42.3 %
Total Project	\$1,315,590.49	- \$ 35,050.00	\$1,280,540.49	\$128,100.00	\$1,408,640.49	

AMOUNT BUDGETED: \$ 878,000.00 - Fund 470 Street Improvements
\$1,000,000.00 - Fund 680 Water Utility (WI DNR Safe Drinking Water Loan FY 2024)

APPROPRIATION REQUIRED: \$ 595,986.31 - Fund 680 Water Utility (WI DNR Safe Drinking Water Loan FY 2024)

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 12, 2023, that Jake's Excavating & Landscaping, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

Cedar Corporation, on behalf of the City of Ashland Public Works Department, received and opened four bids on April 12, 2023 for the 2023 MacArthur Avenue Reconstruction Project.

The project consists of the reconstruction of MacArthur Avenue (roadway, portions of sidewalk, stormwater, and watermain) from 6th Street West to 11th Street West and the reconstruction of 8th Street West (roadway, sidewalk, watermain) from Chapple Avenue to MacArthur Avenue. See attached project location map.

The area included in the project was identified as one in need of major infrastructure upgrades. The pavement condition rating throughout the project area is rated at either very poor or failing. The project was also prioritized in part because of the condition of the watermain, which was originally installed in 1890. The area has experienced four water main breaks in the last twenty years and, because the water main is six inches, does not provide adequate fire flow to the area.

The area was also designated for replacement due to the proliferation of lead in public and privately owned water infrastructure. The project will replace 15 to 25 existing water service laterals that are known to contain lead on either the public or the private side.

Staff is working with Cedar Corporation and Short Elliot Hendrickson (SEH) to obtain a loan, with anticipated principal forgiveness (PF), from the Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan Program (SDWLP) for the cost of watermain replacement. Per the approved 2023 Budget for Capital Project Funds, funds from General Obligation borrowing will be used to provide the Fund 470 Street Improvements portion of construction costs.

The Public Works Department will complete the removal of the existing streets and trees in order to save some costs associated with the project.

The project has bid provisions to allow final surface paving in 2024, as waiting one year after utility construction allows the roadway to settle and will provide for a smoother roadway surface.

The bids received were higher than anticipated, likely due to a combination of the rising cost of construction and the timing of the bidding process, which was fairly close to the start of the 2023 construction season. City staff and Cedar Corp recommend awarding the contract to Jake's Excavating & Landscaping, LLC at the bid price provided, with the deductive Change Order No. 1 reducing the estimated quantity of specific items of work to reduce the overall project cost to within the available budget.

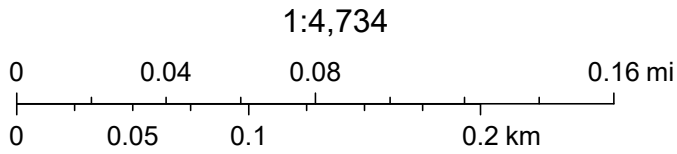
The lowest responsible bidder was Jake's Excavating & Landscaping, LLC. The Public Works Department, along with Cedar Corporation, recommends awarding the contract to Jake's Excavating & Landscaping, LLC and approving Change Order No. 1.

MacArthur Ave Recon Project Location Map



4/11/2023, 9:45:18 PM

-  Override 1
-  Parcel Mapping
- Parcel Labels



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

Client	City of Ashland
Project	2023 MacArthur Avenue & 8 th Street W Improvements
Prepared By	Brian Chapman

Project No.	A2920-0023
Date	4/11/2023

The City of Ashland (hereinafter referred to as the OWNER) has received bids on the 11th day of April, 2023 for the 2023 MacArthur Avenue & 8th Street W Improvements, (hereinafter referred to as the Project); and

Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results, and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from 4 bidders. Bids ranged from a low of \$1,315,590.00 to a high of \$1,983,580.00. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder is:

Jake's Excavating & Landscaping LLC
N10633 Lake Road
Ironwood, MI 49938

Bid Amount: \$1,315,590.00

3. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.



BID TABULATION

2023 MacArthur Avenue & 8th Street W. Improvements
City of Ashland
Ashland County, WI

April 11, 2023

Line Item	Item Description	Unit	Qty	Jake's Excavating Ironwood, MI		Ritola, Inc. Mason, WI		A-1 Excavating Bloomer, WI		Northern Interstate Const. South Range, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MacArthur Avenue											
1	Watermain, PVC C900, 8"	L.F.	1820	\$59.50	\$108,290.00	\$66.00	\$120,120.00	\$94.00	\$171,080.00	\$86.00	\$156,520.00
2	Hydrant Leads, PVC C900, 6"	L.F.	100	\$68.00	\$6,800.00	\$68.00	\$6,800.00	\$88.00	\$8,800.00	\$100.00	\$10,000.00
3	Fire Hydrant Installation	EA.	5	\$925.00	\$4,625.00	\$675.00	\$3,375.00	\$1,215.00	\$6,075.00	\$3,000.00	\$15,000.00
4	Connections to Exisitng Watermains	EA.	2	\$2,000.00	\$4,000.00	\$2,600.00	\$5,200.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
5	Valves, 6"	EA.	5	\$2,400.00	\$12,000.00	\$2,435.00	\$12,175.00	\$2,825.00	\$14,125.00	\$4,900.00	\$24,500.00
6	Valves, 8"	EA.	6	\$3,000.00	\$18,000.00	\$3,210.00	\$19,260.00	\$3,675.00	\$22,050.00	\$5,700.00	\$34,200.00
7	Water Service Corporation and Curb Valves, 1.0"	EA.	32	\$1,100.00	\$35,200.00	\$1,115.00	\$35,680.00	\$1,780.00	\$56,960.00	\$1,500.00	\$48,000.00
8	Water Service Corporation and Curb Valves, 1.0" (Lead Service)	EA.	14	\$1,100.00	\$15,400.00	\$1,151.00	\$16,114.00	\$1,780.00	\$24,920.00	\$1,900.00	\$26,600.00
9	Water Service Pipe and Tubing, HDPE, 1.0"	L.F.	1200	\$33.50	\$40,200.00	\$39.00	\$46,800.00	\$51.00	\$61,200.00	\$57.00	\$68,400.00
10	Water Service Pipe and Tubing, HDPE, 1.0" (Lead Service)	L.F.	450	\$33.50	\$15,075.00	\$41.00	\$18,450.00	\$51.00	\$22,950.00	\$70.00	\$31,500.00
11	Insulation	S.F.	960	\$2.80	\$2,688.00	\$9.00	\$8,640.00	\$4.00	\$3,840.00	\$8.00	\$7,680.00
12	Tracer Wire and Signal Boxes	L.F.	3650	\$1.00	\$3,650.00	\$2.85	\$10,402.50	\$0.50	\$1,825.00	\$4.00	\$14,600.00
13	Project Identification Sign	EA.	1	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$10,000.00	\$10,000.00
14	Storm Sewer, HDPE, 12"	L.F.	145	\$33.00	\$4,785.00	\$51.00	\$7,395.00	\$65.00	\$9,425.00	\$57.00	\$8,265.00
15	Storm Sewer, HDPE, 15"	L.F.	1415	\$36.50	\$51,647.50	\$54.00	\$76,410.00	\$67.00	\$94,805.00	\$62.00	\$87,730.00
16	Storm Sewer, HDPE, 18"	L.F.	345	\$39.50	\$13,627.50	\$59.00	\$20,355.00	\$76.00	\$26,220.00	\$67.00	\$23,115.00
17	Perforated Pipe Underdrains, 6"	L.F.	3460	\$9.00	\$31,140.00	\$8.55	\$29,583.00	\$13.00	\$44,980.00	\$18.00	\$62,280.00
18	Storm Manhole, Type I	V.F.	36	\$650.00	\$23,400.00	\$820.00	\$29,520.00	\$560.00	\$20,160.00	\$850.00	\$30,600.00
19	Inlet, Type III	EA.	7	\$2,100.00	\$14,700.00	\$2,400.00	\$16,800.00	\$2,340.00	\$16,380.00	\$4,400.00	\$30,800.00
20	Storm Casting, R-3067 (R)	EA.	7	\$900.00	\$6,300.00	\$888.00	\$6,216.00	\$970.00	\$6,790.00	\$1,000.00	\$7,000.00
21	Storm Casting, R-1642	EA.	6	\$750.00	\$4,500.00	\$746.00	\$4,476.00	\$760.00	\$4,560.00	\$850.00	\$5,100.00
22	Connect to Existing	EA.	4	\$850.00	\$3,400.00	\$1,250.00	\$5,000.00	\$1,000.00	\$4,000.00	\$5,000.00	\$20,000.00
23	Televising	L.F.	1905	\$4.00	\$7,620.00	\$3.00	\$5,715.00	\$2.00	\$3,810.00	\$4.00	\$7,620.00
24	Traffic Control	L.S.	1	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00	\$32,000.00	\$32,000.00	\$24,698.00	\$24,698.00
25	Temporary Storm Drain Inlet Protection and Erosion Control	EA.	18	\$65.00	\$1,170.00	\$125.00	\$2,250.00	\$20.00	\$360.00	\$250.00	\$4,500.00
26	Temporary Stone Tracking Pad	EA.	2	\$750.00	\$1,500.00	\$1,250.00	\$2,500.00	\$200.00	\$400.00	\$5,000.00	\$10,000.00
27	Demolition of Sidewalks and Driveways	S.Y.	1080	\$5.00	\$5,400.00	\$6.00	\$6,480.00	\$16.00	\$17,280.00	\$15.00	\$16,200.00
28	Demolition or Abandonment of Manholes, Inlets, and Catch Basins	EA.	4	\$350.00	\$1,400.00	\$450.00	\$1,800.00	\$550.00	\$2,200.00	\$2,500.00	\$10,000.00
29	Removal of Storm Sewer Pipe	L.F.	1870	\$8.00	\$14,960.00	\$10.00	\$18,700.00	\$19.00	\$35,530.00	\$10.00	\$18,700.00

Line Item	Item Description	Unit	Qty	Jake's Excavating Ironwood, MI		Ritola, Inc. Mason, WI		A-1 Excavating Bloomer, WI		Northern Interstate Const. South Range, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MacArthur Avenue (continued)											
30	Removal or Abandonment of Water Mains and Hydrant Leads	L.F.	1740	\$5.00	\$8,700.00	\$7.00	\$12,180.00	\$11.00	\$19,140.00	\$10.00	\$17,400.00
31	Removal or Abandonment of Valves and Valve Boxes	EA.	1	\$150.00	\$150.00	\$4,500.00	\$4,500.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00
32	Removal of Hydrants	EA.	3	\$250.00	\$750.00	\$485.00	\$1,455.00	\$350.00	\$1,050.00	\$2,500.00	\$7,500.00
33	Grubbing	I.D.	470	\$13.00	\$6,110.00	\$38.00	\$17,860.00	\$25.00	\$11,750.00	\$40.00	\$18,800.00
34	Sawcut	L.F.	1120	\$3.50	\$3,920.00	\$3.95	\$4,424.00	\$3.00	\$3,360.00	\$5.00	\$5,600.00
35	Excavation	C.Y.	5175	\$14.50	\$75,037.50	\$18.50	\$95,737.50	\$26.00	\$134,550.00	\$18.00	\$93,150.00
36	Geotextile Soil Reinforcement	S.Y.	7570	\$1.85	\$14,004.50	\$1.95	\$14,761.50	\$2.00	\$15,140.00	\$3.00	\$22,710.00
37	Granular Subbase, Roadway	C.Y.	2100	\$19.50	\$40,950.00	\$19.75	\$41,475.00	\$28.00	\$58,800.00	\$23.00	\$48,300.00
38	Granular Subbase, Sidewalk	C.Y.	200	\$38.00	\$7,600.00	\$50.00	\$10,000.00	\$35.00	\$7,000.00	\$100.00	\$20,000.00
39	Crushed Aggregate Base, Roadway	C.Y.	1690	\$28.75	\$48,587.50	\$35.00	\$59,150.00	\$38.00	\$64,220.00	\$35.00	\$59,150.00
40	Crushed Aggregate Base, Driveway	C.Y.	30	\$45.00	\$1,350.00	\$50.00	\$1,500.00	\$45.00	\$1,350.00	\$100.00	\$3,000.00
41	Hot Mix Asphalt Pavement, Binder, 2.0"	S.Y.	6600	\$13.50	\$89,100.00	\$13.89	\$91,674.00	\$14.90	\$98,340.00	\$14.00	\$92,400.00
42	Hot Mix Asphalt Pavement, Surface, 2.0"	S.Y.	6600	\$11.90	\$78,540.00	\$13.46	\$88,836.00	\$13.20	\$87,120.00	\$14.00	\$92,400.00
43	Concrete Curb and Gutter, 24" Barrier	L.F.	3530	\$22.50	\$79,425.00	\$22.65	\$79,954.50	\$23.15	\$81,719.50	\$21.00	\$74,130.00
44	Concrete Sidewalks, 4"	S.F.	10320	\$9.00	\$92,880.00	\$8.80	\$90,816.00	\$9.15	\$94,428.00	\$12.00	\$123,840.00
45	Concrete Driveways, 6"	S.F.	1600	\$10.75	\$17,200.00	\$10.35	\$16,560.00	\$10.70	\$17,120.00	\$12.00	\$19,200.00
46	Detectable Warning Fields	EA.	81	\$310.00	\$25,110.00	\$310.00	\$25,110.00	\$312.00	\$25,272.00	\$600.00	\$48,600.00
47	Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	4700	\$6.25	\$29,375.00	\$7.00	\$32,900.00	\$2.00	\$9,400.00	\$10.00	\$47,000.00
Subtotal MacArthur Avenue					\$1,081,967.50		\$1,237,610.00		\$1,448,984.50		\$1,621,788.00
8th Street W.					\$171,953.00				\$217,020.50		\$260,212.00
48	Watermain, PVC C900, 8"	L.F.	350	\$59.50	\$20,825.00	\$66.00	\$23,100.00	\$94.00	\$32,900.00	\$86.00	\$30,100.00
49	Connections to Exisitng Watermains	EA.	1	\$1,200.00	\$1,200.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
50	Valves, 8"	EA.	1	\$3,000.00	\$3,000.00	\$3,210.00	\$3,210.00	\$3,675.00	\$3,675.00	\$5,700.00	\$5,700.00
51	Water Service Corporation and Curb Valves, 1.0"	EA.	2	\$1,100.00	\$2,200.00	\$1,115.00	\$2,230.00	\$1,780.00	\$3,560.00	\$1,500.00	\$3,000.00
52	Water Service Corporation and Curb Valves, 1.0" (Lead Service)	EA.	1	\$1,100.00	\$1,100.00	\$1,151.00	\$1,151.00	\$1,780.00	\$1,780.00	\$1,900.00	\$1,900.00
53	Water Service Pipe and Tubing, HDPE, 1.0"	L.F.	70	\$33.50	\$2,345.00	\$39.00	\$2,730.00	\$51.00	\$3,570.00	\$57.00	\$3,990.00
54	Water Service Pipe and Tubing, HDPE, 1.0" (Lead Service)	L.F.	30	\$33.50	\$1,005.00	\$41.00	\$1,230.00	\$51.00	\$1,530.00	\$70.00	\$2,100.00
55	Insulation	S.F.	64	\$2.75	\$176.00	\$9.00	\$576.00	\$4.00	\$256.00	\$8.00	\$512.00
56	Tracer Wire	L.F.	450	\$1.00	\$450.00	\$2.85	\$1,282.50	\$0.50	\$225.00	\$4.00	\$1,800.00
57	Storm Sewer, HDPE, 12"	L.F.	100	\$35.00	\$3,500.00	\$51.00	\$5,100.00	\$65.00	\$6,500.00	\$57.00	\$5,700.00
58	Perforated Pipe Underdrains, 6"	L.F.	670	\$9.00	\$6,030.00	\$8.55	\$5,728.50	\$13.00	\$8,710.00	\$18.00	\$12,060.00
59	Inlet, Type III	EA.	3	\$2,150.00	\$6,450.00	\$2,400.00	\$7,200.00	\$2,340.00	\$7,020.00	\$4,400.00	\$13,200.00
60	Storm Casting, R-3067 (V)	EA.	1	\$900.00	\$900.00	\$888.00	\$888.00	\$970.00	\$970.00	\$1,000.00	\$1,000.00
61	Storm Casting, R-3067 (R)	EA.	2	\$750.00	\$1,500.00	\$888.00	\$1,776.00	\$970.00	\$1,940.00	\$1,000.00	\$2,000.00
62	Connect to Existing	EA.	1	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
63	Televising	L.F.	100	\$4.00	\$400.00	\$3.00	\$300.00	\$2.00	\$200.00	\$4.00	\$400.00

Line Item	Item Description	Unit	Qty	Jake's Excavating Ironwood, MI		Ritola, Inc. Mason, WI		A-1 Excavating Bloomer, WI		Northern Interstate Const. South Range, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8th Street W. (continued)											
64	Temporary Storm Drain Inlet Protection and Erosion Control	EA.	6	\$65.00	\$390.00	\$125.00	\$750.00	\$20.00	\$120.00	\$250.00	\$1,500.00
65	Temporary Stone Tracking Pad	EA.	1	\$750.00	\$750.00	\$1,250.00	\$1,250.00	\$200.00	\$200.00	\$5,000.00	\$5,000.00
66	Demolition of Sidewalks and Driveways	S.Y.	250	\$5.00	\$1,250.00	\$6.00	\$1,500.00	\$16.00	\$4,000.00	\$15.00	\$3,750.00
67	Adjust Existing Casting	EA.	1	\$350.00	\$350.00	\$350.00	\$350.00	\$475.00	\$475.00	\$750.00	\$750.00
68	Removal or Abandonment of Water Mains and Hydrant Leads	L.F.	320	\$5.00	\$1,600.00	\$7.00	\$2,240.00	\$11.00	\$3,520.00	\$10.00	\$3,200.00
69	Removal or Abandonment of Valves and Valve Boxes	EA.	1	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00
70	Grubbing	I.D.	90	\$12.00	\$1,080.00	\$38.00	\$3,420.00	\$25.00	\$2,250.00	\$40.00	\$3,600.00
71	Sawcut	L.F.	260	\$3.50	\$910.00	\$3.95	\$1,027.00	\$3.00	\$780.00	\$5.00	\$1,300.00
72	Excavation	C.Y.	810	\$14.50	\$11,745.00	\$18.50	\$14,985.00	\$26.00	\$21,060.00	\$18.00	\$14,580.00
73	Geotextile Soil Reinforcement	S.Y.	1270	\$2.10	\$2,667.00	\$1.95	\$2,476.50	\$2.00	\$2,540.00	\$3.00	\$3,810.00
74	Granular Subbase, Roadway	C.Y.	360	\$19.50	\$7,020.00	\$19.75	\$7,110.00	\$28.00	\$10,080.00	\$23.00	\$8,280.00
75	Granular Subbase, Sidewalk	C.Y.	30	\$38.00	\$1,140.00	\$50.00	\$1,500.00	\$35.00	\$1,050.00	\$100.00	\$3,000.00
76	Crushed Aggregate Base, Roadway	C.Y.	285	\$29.00	\$8,265.00	\$35.00	\$9,975.00	\$38.00	\$10,830.00	\$50.00	\$14,250.00
77	Crushed Aggregate Base, Driveway	C.Y.	30	\$45.00	\$1,350.00	\$50.00	\$1,500.00	\$45.00	\$1,350.00	\$100.00	\$3,000.00
78	Hot Mix Asphalt Pavement, Binder, 2.0"	S.Y.	1050	\$13.10	\$13,755.00	\$13.89	\$14,584.50	\$14.90	\$15,645.00	\$14.00	\$14,700.00
79	Hot Mix Asphalt Pavement, Surface, 2.0"	S.Y.	1050	\$11.90	\$12,495.00	\$13.46	\$14,133.00	\$13.20	\$13,860.00	\$14.00	\$14,700.00
80	Concrete Curb and Gutter, 24" Barrier	L.F.	670	\$22.50	\$15,075.00	\$22.65	\$15,175.50	\$23.15	\$15,510.50	\$21.00	\$14,070.00
81	Concrete Sidewalks, 4"	S.F.	1560	\$8.75	\$13,650.00	\$8.80	\$13,728.00	\$9.15	\$14,274.00	\$12.00	\$18,720.00
82	Concrete Driveways, 6"	S.F.	800	\$10.75	\$8,600.00	\$10.35	\$8,280.00	\$10.70	\$8,560.00	\$12.00	\$9,600.00
83	Concrete Driveways, 8"	S.F.	780	\$12.25	\$9,555.00	\$13.25	\$10,335.00	\$12.80	\$9,984.00	\$13.00	\$10,140.00
84	Detectable Warning Fields	EA.	8	\$325.00	\$2,600.00	\$310.00	\$2,480.00	\$312.00	\$2,496.00	\$600.00	\$4,800.00
85	Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	900	\$6.25	\$5,625.00	\$7.00	\$6,300.00	\$2.00	\$1,800.00	\$10.00	\$9,000.00
Subtotal 8th Street W.					\$171,953.00		\$194,451.50		\$217,020.50		\$260,212.00
BASE BID TOTAL					\$1,253,920.50		\$1,432,061.50		\$1,666,005.00		\$1,882,000.00
Alternates											
A1	HMA Surface, 2" (May 2024)	S.Y.	7650	\$12.70	\$97,155.00	\$15.29	\$116,968.50	\$15.50	\$118,575.00	\$16.00	\$122,400.00
A2	Perforated Pipe Underdrains, 6" (Services)	L.F.	730	\$35.00	\$25,550.00	\$16.75	\$12,227.50	\$12.00	\$8,760.00	\$36.00	\$26,280.00
A3	Pipe Underdrain Cleanout, 6" (Services)	EA.	60	\$500.00	\$30,000.00	\$450.00	\$27,000.00	\$625.00	\$37,500.00	\$1,000.00	\$60,000.00

☐ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

**SECTION 00 63 63
CHANGE ORDER**

Change Order No. 1

Date of Issuance: April 18, 2023

Effective Date: April 18, 2023

Owner: City of Ashland

Owner's Contract No.:

Contractor: Jake's Excavating & Landscaping, LLC.

Contractor's Project No.:

Engineer: Cedar Corporation

Engineer's Project No.: A2920-0023

Project: MacArthur Ave Reconstruction

Contract Name:

The Contract is modified as follows upon execution of this Change Order: Reduce the estimated qtys for bid items A2 and A3 as shown in attachment.

Description: See attachment

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,315,590.49</u>	Original Contract Times: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 30, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Order No. \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Order No. Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> Days
Contract Price prior to this Change Order: \$ <u>1,315,590.49</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 30, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>35,050</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,280,540.49</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 30, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Change Order #1 (Deductive)

4/12/2023

Item #	Item	Unit	Bid Qty	Unit Price (Bid)	Bid Cost	Rev. Quantity	Rev. Cost- CO #1
A2	Perforated Pipe Cleanouts, 6" (Services)	LS	730	\$ 35.00	\$ 25,550.00	300	\$ 10,500.00
A3	Perforated Pipe Underdrains, 6" (Services)	LS	60	\$ 500.00	\$ 30,000.00	20	\$ 10,000.00
					Total Recommended Change Order		\$ (35,050.00)

SUBJECT: Approve to Accept a Confirmation of Client Request for Services between Cedar Corporation and City of Ashland for the 2023 MacArthur Avenue Reconstruction Project (Public Works) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Confirmation of Client Request for Services between Cedar Corporation and City of Ashland

EXPENDITURES REQUIRED: \$ 44,916.67 - Fund 470 Street Improvements
\$ 89,833.33 - Fund 680 Water Utility
(WI DNR Safe Drinking Water Loan FY 2024)

\$134,750.00 Total

AMOUNT BUDGETED: \$ 44,916.67 - Fund 470 Street Improvements

APPROPRIATION REQUIRED: \$ 89,833.33 - Fund 680 Water Utility
(WI DNR Safe Drinking Water Loan FY 2024)

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on April 10, 2023 that Cedar Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

The 2023 Mac Arthur Avenue Reconstruction Project consists of the reconstruction of Mac Arthur Avenue (roadway, portions of sidewalk, stormwater, and watermain) from 6th Street West to 11th Street West and the reconstruction of 8th Street West (roadway, sidewalk, watermain) from Chapple Avenue to Mac Arthur Avenue.

The area included in the project was identified as one in need of major infrastructure upgrades. The pavement condition rating throughout the project area is rated at either very poor, or failing. The project was also prioritized in part because of the condition of the watermain, which was originally installed in 1890. The area has experienced four water main breaks in the last twenty years and, because the water main is six inches, does

not provide adequate fire flow to the area.

The area was also designated for replacement due to the proliferation of lead in public and privately owned water infrastructure. The project will replace 15 existing water service laterals that are known to contain lead on either the public or the private side.

The total cost of the project is expected to be \$1,566,350.00, including construction, contingency, engineering services and testing. The Public Works Department will complete the removal of the existing street and trees.

Due to their familiarity with the project design, staff experience who will be assigned to the project, and the need for dedicated oversight of the contractor completing the work, the Public Works Department is seeking Council's approval to accept the proposal from Cedar Corporation for construction engineering services for the project.

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

The City accepted similar proposals from Cedar Corporation for construction engineering services for street reconstruction projects in 2020, 2021, and 2022, with all projects being successfully constructed.

The Public Works Department recommends accepting the proposal from Cedar Corporation for construction engineering services at a cost of \$134,750. Funding for the engineering services is supported by pro rated shares, based on the amount of Cedar Corporation's staff time spent on constructing facilities funded by the general fund versus utility facilities, from Fund 470-Street Improvements and Fund 680-Water Utility.

**Confirmation of Client Request for Services
between Cedar Corporation (ENGINEER)
and City of Ashland (CLIENT)**

Authorization to Perform Professional Engineering Services

ENGINEER is hereby authorized to continue with the PROJECT listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: MacArthur Avenue Reconstruction

Scope of Project: The City of Ashland is requesting professional construction engineering services including staff/committee/council meetings, pre-construction meeting, construction staking and layout, construction observation, construction coordination and administration, and construction record drawings for MacArthur Avenue Reconstruction project from 6th Street W to 11th Street W and 8th Ave W from MacArthur Avenue to Chapple Avenue in accordance with WDNR Safe Drinking Water Loan Program (SDWLP) and City of Ashland, Wisconsin. This PROJECT includes street, curb and gutter, storm sewer, water main, water services, sidewalk, construction erosion control and restoration improvements for construction year 2023.

Scope of Services: Cedar Corporation proposes to render professional construction engineering services for City of Ashland with respect to the above Scope of Project related to the MacArthur Avenue Reconstruction project, City of Ashland, Wisconsin. The Engineer will provide required professional services during the PROJECT as follows:

Construction Engineering:

- Conduct a pre-construction meeting with CLIENT, contractor, sub-contractors, utility companies, etc.
- Provide one-time horizontal and vertical control staking and layout for construction, as needed. Engineer is not responsible for preservation of construction staking for the contractor, and any required re-staking due to contractor negligence will be performed at the expense of the contractor. Any required re-staking due to vandalism or severe weather will be discussed and negotiated with the CLIENT.
- Provide full-time (12 Hours per Day) resident Project representative construction observation services during underground utility construction and periodic part-time hours as needed during other construction related work to observe contractor's work in conformance with plans, specifications, and contract documents. The Engineer cannot guarantee the performance of, and shall have no responsibility for, the actions or omissions of any contractor, sub-contractor, supplier, vendor, or any other entity furnishing materials or performing any construction work on the PROJECT. Provide CLIENT copies of construction observation report documents.

- Provide construction coordination and administration services for the PROJECT during construction. Oversee and coordinate construction activities, including private utility relocations, review and document construction quantities, review and process change orders and payment requests, meet with property owners and city staff when required. Attend and lead weekly on-site progress meeting with contractor and CLIENT.
- The CLIENT shall review and approve all contractor requested Work Directives or Change Orders for the PROJECT as presented by the Engineer prior to the work being commenced by the contractor.
- Field data collection and topographic survey of completed street and utility construction, prepare and provide as-built construction record drawings to the CLIENT in AutoCADD electronic and hard copy format upon completion.
- Attend required city staff, committee, council, and other governing agency meetings.

Method of Compensation: Work will be completed on a Time and Materials basis for \$134,750 [not-to-exceed without prior approval of CLIENT] for professional construction engineering services for the PROJECT in the amount described below and listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the CLIENT on a time and material basis. The ENGINEER will provide the CLIENT a written quote for any additional work at the CLIENT's request. The CLIENT will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

MACARTHUR AVENUE RECONSTRUCTION

Current Construction Estimate: \$1,194,026

Construction Engineering Fee:

Construction Staking and Layout \$15,000

Construction Observation (12 weeks, 5 days/week, 12 hours/day) \$90,000

Construction Coordination and Administration \$12,000

Construction Record Drawings \$6,500

City Staff, Council & Committee Meetings \$0

Expenses (12 Weeks, 5 days/week) \$11,250

Total Construction Engineering Hourly Time & Materials "Not to Exceed" Fee \$134,750

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: The ENGINEER's services shall be performed as expeditiously as is consistent with the orderly progress of the PROJECT. The ENGINEER shall make every effort to complete the work within the time frame set by the CLIENT. The following is the ENGINEER's proposed timeline for the PROJECT.

MACARTHUR AVENUE RECONSTRUCTION

TASK	COMPLETION DATE
City Council Bid Award	April 2023
Notice of Award & Contract Documents	April 2023
Notice to Proceed & Pre-Construction Conference	May 2023
Commence Construction	June 2023
Substantial Complete Construction	September 2023
Final Complete Construction (Restoration)	October 2023

Client Supplied Information: The CLIENT will provide the ENGINEER with copy of executed contract documents, input and comments during construction, resident questions and concerns, review and approve contractor payment application requests and change orders for city council approval, attend pre-construction conference, attend meetings on-site as needed, review and approve construction record drawings for the PROJECT.

Services Not Provided as Part of this Proposal: Archaeological studies and investigations, environmental studies and assessments, environmental investigations, boundary and property surveys, survey, certified survey map, subdivision plat map, easement documents, title search, land acquisition, street and highway right-of-way map, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, flood plain studies and determination, traffic impact analysis and report, WIDOT Trans 233 permits, soils related compaction and construction testing, construction materials install construction testing, restaking, and layout due to weather related damages/contractor negligence/vandalism, and historical site studies and investigations are not included as part of this proposal.

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 2023.

CITY OF ASHLAND

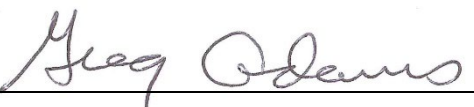
By: _____

Name: Matthew MacKenzieTitle: Mayor

By: _____

Name: John ButlerTitle: Director of Public Works

CEDAR CORPORATION

By:  _____Name: Brian ChapmanTitle: Project ManagerBy:  _____Name: Greg AdamsTitle: Municipal Engineering Team Lead

Project No. A2920-023
Date: February 24, 2023

By: _____

Name: Denise Oliphant

Title: Clerk

By: _____

Name: Jacey Dean

Title: Comptroller

Attachment C - Standard Conditions

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar

Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically

objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.
- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.
- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.
- Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's

written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar

Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under

Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration

of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of

any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

SUBJECT: Approve to Enter into a Professional Services Agreement with Baker Tilly for Review of Utility Administrative Processes (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Professional Services Agreement

EXPENDITURES REQUIRED: \$ 25,920.00 - Fund 680 Water Utility
\$ 25,920.00 - Fund 690 Wastewater Utility
\$ 51,840.00 Total

AMOUNT BUDGETED: \$ 25,920.00 - Fund 680 Water Utility Operating Budget
\$ 25,920.00 - Fund 690 Wastewater Utility Operating Budget
\$ 51,840.00 Total

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

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on April 10, 2023 that Baker Tilly is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

Administrative services related to the Water and Wastewater Utilities are shared amongst staff at Public Works and City Hall. Key departments at City Hill that support the Utilities include the City Administrator, Human Resources, Finance and the City Clerk. In 2022, following the retirement of the longtime City Treasurer/Comptroller, a significant portion of the utility billing/administrative duties were transferred to Public Works, leading to the creation of a full time Utility Billing Specialist/Utility Clerk position at Public Works.

The combination of transferring these duties and the availability of additional staff time via the Utility Billing Specialist/Utility Clerk have led to many questions/concerns about the need to improve the delivery of administrative services necessary to adequately operate the Utilities in accordance with a variety of rules/regulations established by applicable regulatory agencies.

In addition, a portion of City Hall personnel costs for the above-described departments are paid by the Utilities. The allocation of utility revenue to these personnel costs is done on the basis of staff time spent on utility billing/administrative duties. These allocations are based on the previous staffing model, which saw these duties performed by City Hall staff. Many duties related to administrative support of the utilities are still performed by City Hall staff. However, the transfer of a significant portion of these duties from City Hall to Public Works requires a review and probable adjustment of these allocations.

Baker Tilly currently assists City staff with annual audits of both utilities as well as preparation of the annual report to the Public Service Commission (PSC) for the Water Utility. Baker Tilly provides a wide variety of financial and administrative related professional services to many Water and/or Wastewater Utility's throughout the state of Wisconsin. The Public Works Director and City Administrator have developed a scope of work with Baker Tilly that will consist of a review of relevant administrative processes, interviews with relevant staff, and a review of the above described allocation of personnel costs associated with delivery of these services.

Baker Tilly staff will provide a report identifying areas for improvement in the efficiency of utility administrative services, with recommendations on how to approach these improvements. Baker Tilly will also review the allocation of personnel costs amongst Public Works and City Hall and provide recommendations on how to most equitably share these costs amongst the various departments. These recommendations will likely be used to support changes to the staffing model in the 2024 City budgets.

The Public Works Department recommends accepting the proposal from Baker Tilly for review/recommendation on utility administrative services at a cost of \$51,840. The cost of these services has been budgeted for in the operating budget for both the Water and Wastewater Utilities and will be split proportionally between both utilities.



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Madison, WI, 53707-7398
United States of America

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F: +1 (608) 249 8532

bakertilly.com

March 7, 2023

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

Dear Mr. Butler:

Thank you for inquiring and discussing potential professional services that Baker Tilly can provide to the City of Ashland.

Attached to this letter is an engagement letter describing the scope of services and fees for these services. Once you have had a chance to review the attachment, let's have a call and discuss this further. If you have any immediate questions, please don't hesitate to contact me at 608.240.2469 (jodi.dobson@bakertilly.com).

Thank you for the opportunity to serve you.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in black ink that reads "Jodi F. Dobson". The signature is fluid and cursive, with the first name "Jodi" and last name "Dobson" clearly legible.

Jodi Dobson, CPA, Partner

Enclosures

City of Ashland

Professional Services Agreement

Objective:

To provide the City of Ashland with professional services related to utility business process and internal control review and cost allocation review.

Proposed Services:

The detailed project tasks for these services are as follows:

Task #	Task/Activities
0.	Project Communication, Planning and Project Management
	a. Develop communication plan with the Director of Public Works including method and frequency.
	b. Issue data requests and schedule interviews as needed.
1.	Process Documentation and Internal Control Review
	a. Interview key process owners and perform process walk-throughs to understand current processes in place. Business process areas in scope include: i. Accounts Payable ii. Procurement iii. Payroll iv. Cash and Investments v. Utility Billing and Collections vi. Miscellaneous Receipts vii. Travel Expenses viii. Work Order Asset Management ix. Financial Reporting
	b. Create process flowcharts for the nine business process areas identified above.
	c. Document key controls in place and identify gaps in internal controls and areas for process improvements.
	d. Prepare and deliver a report which identifies areas for improvement and provide recommendations.
2.	Cost Allocation Review
	a. Review cost allocation manuals/methodologies for shared services.
	b. Interview shared services personnel to determine department benefitting from their services.
	c. Identify cost allocation factors used and compare with best practices.

Task #	Task/Activities
	d. Prepare and deliver a report which identifies our observations and recommendations for cost allocation improvements.

Project Fees:

Hours and fees for these services are shown in the table below:

Task #	Task/Activities	Partner	Project Manager	Senior Consultant	Total
0	Project Communication, Planning and Project Management	0	6	2	8
1	Process Documentation and Internal Control Review	4	60	80	144
2	Cost Allocation Review	4	22	24	50
Total Hours		8	88	106	202
Rate		\$ 500	\$ 320	\$ 240	
Calculated Fees		\$ 4,000	\$ 28,160	\$ 25,440	\$ 57,600
Relationship Discount 10%					
Total Fees with Discount		\$ 3,600	\$ 25,344	\$ 22,896	\$ 51,840

Optional Services:

In addition to the proposed services outlined above, Baker Tilly may also provide the following services, if requested:

1. Develop key performance indicators (KPIs) and dashboards
2. Test internal controls on a sample basis

Baker Tilly will develop a detailed scope of work and fee estimate for the above optional services if requested.

Proposed Timeline

Our project timeline is heavily dependent on the availability of Ashland personnel as well as the completeness and timely receipt of any records we may need. Based on discussions with the Public Works Director, we anticipate starting this project in spring 2023.

Qualifications Commitment

The partner in charge of providing services to the City of Ashland is Ms. Jodi Dobson. She is responsible for your complete satisfaction with the completion and results of this project. The Project Manager for the project is Ms. Amanda Lasinski.

The project team will include other members of our staff as needed with the requisite experience to provide these services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter, nonattest services include services that the Government Auditing Standards refers to as nonaudit services. We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Standard Business Terms

The services provided under this engagement are governed under the attached terms and conditions.

Agreement to Contract Term

If the terms of this letter are in accordance with your understanding and agreement, please sign below and return a signed copy of this letter via mail or scanned email.

If you have any questions, don't hesitate to call Jodi Dobson at 608 240 2469 or email jodi.dobson@bakertilly.com. We appreciate the opportunity to propose these services and are excited to be working with you on this project.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

We hereby accept the terms of this engagement and formally approve this engagement.

Official Signature

City of Ashland

Title

Date

Baker Tilly US, LLP

Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly US, LLP (Baker Tilly, we, us or our) set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Company by Baker Tilly ("Online Offering"), together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Company's use of the Online Offering. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient, (C) disclosed by Recipient to a third party without restriction, (D) independently developed, or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Notwithstanding the above and solely with respect to ownership of deliverables in this Section, unless specified otherwise on the applicable Statement of Work, materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the Services rendered under this engagement. When such records are returned to you, it is the Company's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any nonconformance of the Deliverables with such requirements (Nonconformance) within thirty (30) days following delivery

of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a Product). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from Baker Tilly against any such

Baker Tilly US, LLP

Standard Business Terms (cont.)

Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

(e) This section 5 is Baker Tilly's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to

the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Data Privacy and Security

(a) To the extent the Services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

(b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Baker Tilly US, LLP

Standard Business Terms (cont.)

Section 9. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination. In the event that collection procedures are required, the Company agrees to be responsible for all expenses of collection including related attorneys' fees.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 10. Dispute Resolution

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant Services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be

responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 11. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision (**Force Majeure Event**), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 12. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 12.

Section 13. Notices

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 14. Miscellaneous

(a) This Agreement, any Statement(s) of Work and any applicable Online Terms related to any "Online Offering" constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. For clarity and avoidance of doubt, these Terms govern Baker Tilly's provision of the Services described herein, and the Online Terms govern Company's use of the Online Offering. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be

Baker Tilly US, LLP Standard Business Terms (cont.)

amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent,

partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

(j) Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgement:

The Business Terms above correctly sets forth the understanding of the Client.

Accepted by:

Signature: _____

Title: _____

Date: _____

SUBJECT: Approve an Ordinance to Repeal Chapter 201.34 Power Loading at City of Ashland Boat Launches, General Conduct Ordinance, Ashland City Ordinances (*Clerk*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS: 1. Proposed Ordinance 2023-1977

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

[Chapter 201.34 Power Loading at City of Ashland Boat Launches, General Conduct of the Ashland City Ordinances](#), was written with an expiration date of July 31, 2008. For the sake of housekeeping and in an effort to maintain clear ordinances, the Mayor is requesting that this chapter be removed from the books at this time.

Sequential Ordinance No. 2023-1977
Chapter 201 (934)

ORDINANCE TO AMEND CHAPTER 201 (934) GENERAL CONDUCT ORDINANCE,
ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of April 18, 2023 for the purpose of amending Chapter 201 (934) General Conduct Ordinance, Ashland City Ordinances as follows:

Section I

201.34. Power Loading at City of Ashland Boat Launches *shall be repealed and removed from this Chapter.*

Section II

Effective Date. *This ordinance shall take effect on the day after publication.*

PASSED: April 18, 2023

PUBLISHED: April 25, 2023

ATTEST:

Alderperson

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution for Ratification of the City of Ashland Disaster Declaration, Ashland County, Wisconsin, for the Flooding Event on April 11, 12, 13, and 14, 2023
(Mayor) Roll

RECOMMENDATION: As required by State Statute, the City Council is being asked to ratify the City of Ashland Disaster Declaration approved by Mayor Matt Mac Kenzie.

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

1. Proposed Resolution No. 17717
2. Emergency Declaration

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

As you are aware, the City of Ashland has been affected by the rapid melt of the near record snowfall due to unseasonably high temperatures, causing extensive flooding in and around the City of Ashland. This has resulted in requiring extensive cleanup efforts and sewer overflow control for the entire week within the City. Ashland County Emergency Management recommended that the City prepare a declaration of emergency following the flooding in order to make potential funding sources available to the city and its residents. Preliminary damage assessments for the City of Ashland for both public and private losses from the flooding are in the process of being compiled and are expected to exceed required thresholds.

Under S. 323.14(4)(b) of the Wisconsin State Statutes, certain powers are allowed during an emergency:

“If, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, the chief executive officer or acting chief executive officer of any local unit of government

shall exercise by proclamation all of the powers conferred upon the governing body under par. (a) Or s. 323.11 that appear necessary and expedient. The proclamation shall be subject to ratification, alteration, modification, or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the prior validity of the proclamation.”

On April 14, 2023, Mayor Matt Mac Kenzie declared a disaster as allowed by law. Declaring a state of disaster or emergency allows the following powers as determined by S. 323.14(4)(a):

“The emergency power of the governing body conferred under s. 323.11 includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency and includes the power to bar, restrict, or remove unnecessary traffic, both vehicular and pedestrian, from the highways...”

As required by State Statute, the City Council is being asked to ratify the City of Ashland Disaster Declaration approved by Mayor Matt Mac Kenzie and will be provided with an updated estimate of costs of damages and repairs.

RESOLUTION No. 17717

**RESOLUTION FOR RATIFICATION OF THE CITY OF ASHLAND DISASTER
DECLARATION, ASHLAND COUNTY, WISCONSIN, FOR THE FLOODING EVENT
ON APRIL 11, 12, 13, AND 14, 2023**

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland duly adopted the foregoing resolution at a legal meeting on June 26, 2018.

Ratified by Resolution No. 17717 of the City of Ashland Common Council on the 18th day of April, 2023, by a vote of _____ for, _____ against.

AND BE IT FURTHER RESOLVED that a copy of this Resolution may be forwarded to Wisconsin Emergency Management (WEM) as an eligibility criteria for disaster assistance.

PASSED: April 18, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matt Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

**CITY OF ASHLAND, ASHLAND COUNTY WISCONSIN
EMERGENCY DISASTER DECLARATION**

WHEREAS a disaster, namely flooding due to a series of unseasonably warm temperatures causing extremely rapid melting of near record snowfall, overwhelming culverts and roadways city-wide, as well as water backups in private homes, and sewer overflows of the City's sewer system, commencing on April 11, 12, 13, and 14, 2023 has struck the City of Ashland, Ashland County; and

WHEREAS, because of such emergency conditions, the Ashland Common Council is unable to meet with promptness; and

WHEREAS, the disaster has caused the City of Ashland to expend, commit and exhaust its pertinent available resources; and

WHEREAS, the City of Ashland is asking for county assistance and requests the county to advise the State of Wisconsin of our emergency conditions.

NOW THEREFORE, pursuant to State Statute 323.11 and 323.14 (4)(b) of the Wisconsin State Statutes it is necessary and expedient for the health, safety, welfare, and good order to declare that emergency conditions exist.

IN TESTIMONY WHEREOF I have hereunto set my hand and have caused the great seal of the City of Ashland to be affixed.

Done at Ashland City Hall this 14th day of April, 2023.



Chief Elected Official Signature

Matt Mackenzie

Chief Elected Official Print Name

Mayor

Chief Elected Official Title

(SEAL)