



Harbor Commission Meeting

Wednesday, August 16, 2023

City Hall Council Chambers – 601 Main St W. Ashland, WI 54806

5:30 PM

Take notice that a meeting of the Harbor Commission will be held in- person in the City Hall Council Chambers on **Wednesday, August 16, 2023** at **5:30 PM**.

The following items will be considered:

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AUGUST 16, 2023 MEETING AGENDA

3. APPROVAL OF MINUTES

- a. May 24, 2023 Meeting Minutes

4. PUBLIC COMMENT

5. FINANCIAL STATEMENT REVIEW

- a. Financials

6. UNFINISHED BUSINESS

- a. Super Fund Site / Boat Launch - WI Waterways Commission Meeting 8/9/2023 Grant Funding

7. NEW BUSINESS

- a. Manager's Report
- b. Marina Rules - Updated Storage Contract
- c. Boat Storage Lot: Event usage and fee's associated
- d. Fuel System: Schaper Estimate
- e. Overflow Parking: Location and Quantity

8. ITEMS FOR NEXT MEETING

9. ADJOURNMENT



It is possible that a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate 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 through auxiliary aids or services. For additional information or to request this service, contact the City of Ashland Clerk's Office at 715 -682-7071.

HARBOR COMMISSION MEETING MINUTES: Wednesday, May 24, 2023

1. Call to Order - Roll Call

The Wednesday, May 24, 2023 Harbor Commission meeting was called to order by Chair Dick Pufall at 5:30 p.m.

PRESENT: Peter Herlevi, Thomas Yankee, Gary Leino, Dick Pufall, Randy Harvey (5:45pm)

ABSENT: Alan Smiles (Excused), Shawn Brede

ALSO PRESENT: Scott Stegmann, Marina Manger

2. Public Comment

There were no Citizens present wishing to address the Harbor Commission

3. Approval of May 24, 2023 Meeting Agenda

Peter Herlevi moved, seconded by Gary Leino to approve the agenda as presented. The motion carried unanimously by voice vote.

4. Approval of March 8, 2023 Meeting Minutes

Peter Herlevi moved, seconded by Thomas Yankee to approve the March 8, 2023 meeting minutes. The motion carried unanimously by voice vote.

5. Unfinished Business

a. Superfund Site
Nothing new to report.

b. Boat Launch
In early June the City will be reapplying for funding through the State Waterways Commission. Marina Manager Stegmann has made contact with State Representatives, Chanz Green and Romaine Quinn regarding funding for a Superfund Boat Launch. With support from local representatives, Stegmann is hopeful to receive funding from the Joint Finance Committee soon.

6. New Business

a. Manager's Report

Stegmann informed the Harbor Commission that he had spoken with Sharon Major, Apostle Island Cruise Services manager, about the possibility of cruise services coming to Ashland Marina. Stegmann asked the Aspostle Island Cruises owner and manager to discuss cruise plans with him prior to them presenting ideas to the Harbor Commission. The commission may need to schedule a special meeting to hear from Apostle Island Cruises about their summer boat plans. Stegmann informed the commissioners about the status of boats in the water, many of them still being on land due to inclement weather even late into May. Stegmann and Marina employees have all of the docks ready for the summer season with all

electrical and water hookups working. Lastly, Stegmann discussed the need to move boats out of the back Superfund site lot so that can be opened up for summer car parking.

b. Employee Wages

A wage increase of \$1 per hour for Ashland Marina part time staff was presented to the commissioners. For Seth Hoffman, the increase would be from \$18.50 per hour to \$19.50 per hour and for William Jones, the increase would be from \$12.50 per hour to \$13.50 per hour. Tom Yankee proposed an increase in Hoffman's wages from the proposed \$19.50 to \$21 per hour. Questions were raised about the skill set of the employees and the need to retain employees. Commissioners deferred to Stegmann for an opinion on increased wages. Stegmann suggested a raise to \$14.50 per hour for William Jones and \$20.50 for Seth Hoffman for the 2023 season. Gary Leino moved, seconded by Peter Herlevi, to approve an increase in wages for Marina employees to \$14.50 per hour for William Jones and \$20.50 per hour for Seth Hoffman. The motion passed unanimously by voice vote.

c. Marina Rules: Stored boats and overnight stays

Discussion was had about stored boats and people living on stored boats in both the summer and winter seasons. Commissioners want to implement a guideline for those staying on boats that are out of the water, suggesting that sometimes staying on a boat is necessary but these long-term stays are not good for business. Stegmann informed the commissioners that he would work on and present a written out set of rules taking into account discussion from commissioners for overnight stays on stored boats at the next meeting. No action was taken.

d. Electrical metering devices

Stegmann researched possible electrical metering devices for each dock. He estimates around \$225 per unit. Right now, the marina doesn't charge a separate fee for electrical usage. Stegmann informed the commissioners that electrical usage and rates have recently gone up, and the marina is now looking for a way to reduce electrical costs for the Ashland Marina. Discussion was had about possible ways to limit customer usage. Ultimately, the commissioners decided that they need a better idea about the increase in the number of boats and increase in rates before implementing a fee to marina customers for their electricity usage. No action was taken.

e. Boat storage lot: Event usage and fee's associated

Discussion was had about possible fees the marina could implement for usage at the Superfund Site. Commissioners proposed implementing a non-refundable deposit to use the space and having a sliding fee schedule based on the size of the proposed event. Stegmann informed the commission that his top priority in this space is boat storage and any potential events taking place would have to depend on the number of boats stored in this area. Stegmann stated that he would bring the City of Ashland Comprehensive Fee schedule to the next meeting so commissioners could assess fees for event usage in this space. No action was taken.

7. Items for Next Meeting

Continued discussion and possible presentation about Apostle Island Cruises doing business

in the Ashland Marina.

8. Adjournement

Gary Leino moved, seconded by Thomas Yankee to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Chelsea List, Deputy Clerk

CITY OF ASHLAND - Marina - Budget Comparison
For the Period January 1 - December 31, 2022 (updated 7/24/2023)
PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

	2022 Adopted Budget	Actual	Remaining Budget
Revenues			
Operating			
Boat Launch Fees	\$ 6,500.00	\$ 4,770.22	\$ 1,729.78
Marina Revenues	235,000.00	243,252.02	(8,252.02)
Total Operating Revenues	241,500.00	248,022.24	(6,522.24)
Other Revenues			
Interest	90.00	-735.58	825.58
Insurance Dividends	540.00	639.89	(99.89)
Total Other Revenues	630.00	-95.69	725.69
Total Revenues	\$ 242,130.00	\$ 247,926.55	\$ (5,796.55)
Operating Expenditures:			
Wages	87,820.00	77,598.00	10,222.00
Overtime	275.00	-	275.00
Longevity Pay	2,520.00	2,033.85	486.15
Payroll Taxes	6,900.00	6,095.88	804.12
Retirement	5,400.00	3,650.20	1,749.80
Life Insurance	207.00	193.20	13.80
Workers Comp	3,290.00	2,891.12	398.88
Unemployment Comp	6,500.00	-	6,500.00
Professional Services	1,000.00	300.00	700.00
Water/Sewer	1,800.00	2,089.74	(289.74)
Electricity	4,000.00	5,383.14	(1,383.14)
Telephone	1,350.00	2,441.91	(1,091.91)
Natural Gas & Fuel Oil	1,900.00	3,416.37	(1,516.37)
Office Supplies/Postage	700.00	112.29	587.71
Advertising/Publishing	2,000.00	350.90	1,649.10
Travel / Training	2,100.00	707.02	1,392.98
Operating Supplies	2,750.00	3,084.33	(334.33)
Goods-Resale	4,000.00	6,634.76	(2,634.76)
Gas & Oil	25,500.00	30,354.22	(4,854.22)
R&M- Heavy Equipment	2,750.00	-	2,750.00
R&M- Equipment	2,750.00	4,691.09	(1,941.09)
R&M-Buildings	1,550.00	293.81	1,256.19
R&M-Land Improvements	1,800.00	132.04	1,667.96
R&M-Dock	1,275.00	6,194.61	(4,919.61)
R&M-Nav Aids	200.00	606.58	(406.58)
R&M-Fuel Dispenser	1,275.00	769.53	505.47
Miscellaneous	1,600.00	283.80	1,316.20
Bank Service Charges	1,450.00	552.93	897.07
Property Insurance	5,400.00	8,076.00	(2,676.00)
Liability Insurance-storage tank	3,100.00	2,939.16	160.84
Liability Insurance-general	600.00	949.35	(349.35)
Total Operating Expenditures	183,762.00	172,825.83	10,936.17
NET OPERATING INCOME (LOSS)	58,368.00	75,100.72	(16,732.72)

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CITY OF ASHLAND

Marina - Cash Analysis

December 31, 2022 (updated 7/24/2023)

PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

	2022 Adopted		Remaining
Capital & Financing Expenses:	<u>Budget</u>	<u>Actual</u>	Budget
Principal & Interest Pmt - GO Debt		(47,257.50)	NA
Insurance proceeds - dock		36,331.62	
Dock Repairs		(46,006.48)	
Parking Lot		(412,838.41)	
Apply balance of GO note for parking lot expense		75,643.57	NA
Total Capital & Financing Expense	-	(394,127.20)	-
Net Operating Income (Loss) after			
Capital & Financing Expense	\$ 58,368.00	\$ (319,026.48)	NA

UNRESTRICTED CASH

Cash	\$ (211,399.18)
RBF Grant Receivable	\$ 409,320.65
Accounts Payable	(48,022.85)

Cash available for expenses **\$ 149,898.62**

CONSTRUCTION/CAPITAL CASH

2020A Debt Issue	401,050.74
Prking Lot Expense	(300,200.74)

Cash available for capital expense **\$ 100,850.00**

Cash - Debt Reserve **\$ 49,510.86**

\$3,989 monthly transferred in monthly

DEBT - 2020A NOTE PAYABLE

	<u>ORIGINAL</u>
Principle and interest due 2021	\$ 47,805.21
Principle and interest due 2022	47,257.50
Principle and interest due 2023	47,240.00
Principle and interest due 2024	47,195.00
Principle and interest due 2025	47,122.50
Principle and interest due 2026	47,022.50
Principle and interest due 2027	47,985.00
Principle and interest due 2028	47,712.50
Principle and interest due 2029	47,502.50
Principle and interest due 2030	47,265.00
Total future payments	\$ 474,107.71

CITY OF ASHLAND - Marina - Budget Comparison
For the Period January 1 - July 15, 2023
PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

	2023 Adopted Budget	Actual	Remaining Budget
Revenues			
Operating			
Boat Launch Fees	\$ 6,500.00	\$ 3,991.02	\$ 2,508.98
Marina Revenues	235,000.00	126,146.10	108,853.90
Total Operating Revenues	241,500.00	130,137.12	111,362.88
Other Revenues			
Interest	90.00	0.00	90.00
Insurance Dividends	540.00	561.05	(21.05)
Total Other Revenues	630.00	561.05	68.95
Total Revenues	\$ 242,130.00	\$ 130,698.17	\$ 111,431.83
Operating Expenditures:			
Wages	90,545.00	41,408.93	49,136.07
Overtime	275.00	338.25	(63.25)
Longevity Pay	2,495.00	-	2,495.00
Payroll Taxes	7,120.00	3,193.63	3,926.37
Retirement	4,410.00	2,035.71	2,374.29
Life Insurance	210.00	112.70	97.30
Workers Comp	3,130.00	-	3,130.00
Unemployment Comp	6,500.00	-	6,500.00
Professional Services	1,000.00	-	1,000.00
Water/Sewer	1,800.00	752.82	1,047.18
Electricity	4,700.00	1,787.31	2,912.69
Telephone	2,680.00	2,092.69	587.31
Natural Gas & Fuel Oil	1,900.00	-	1,900.00
Office Supplies/Postage	700.00	499.28	200.72
Advertising/Publishing	2,000.00	-	2,000.00
Travel / Training	1,500.00	-	1,500.00
Operating Supplies	2,750.00	844.31	1,905.69
Goods-Resale	4,000.00	3,114.80	885.20
Gas & Oil	25,500.00	7,591.56	17,908.44
R&M- Heavy Equipment	2,750.00	-	2,750.00
R&M- Equipment	2,750.00	1,300.53	1,449.47
R&M-Buildings	1,550.00	1,763.77	(213.77)
R&M-Land Improvements	1,800.00	1,570.63	229.37
R&M-Dock	1,275.00	1,250.11	24.89
R&M-Nav Aids	200.00	-	200.00
R&M-Fuel Dispenser	1,275.00	57.38	1,217.62
Miscellaneous	1,600.00	-	1,600.00
Bank Service Charges	1,450.00	-	1,450.00
Property Insurance	7,730.00	-	7,730.00
Liability Insurance-storage tank	3,000.00	-	3,000.00
Liability Insurance-general	600.00	-	600.00
Total Operating Expenditures	189,195.00	69,714.41	119,480.59
NET OPERATING INCOME (LOSS)	52,935.00	60,983.76	(8,048.76)

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CITY OF ASHLAND

Marina - Cash Analysis

July 15, 2023

PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

	2022 Adopted		Remaining
Capital & Financing Expenses:	<u>Budget</u>	<u>Actual</u>	Budget
Principal & Interest Pmt - GO Debt		(47,240.00)	NA
		-	NA
Total Capital & Financing Expense	-	(47,240.00)	-
Net Operating Income (Loss) after			
Capital & Financing Expense	\$ 52,935.00	\$ 13,743.76	NA

UNRESTRICTED CASH

Cash	\$ 161,287.93
RBF Grant Receivable	\$ -
Accounts Payable	(22,936.28)
Cash available for expenses	\$ 138,351.65

CONSTRUCTION/CAPITAL CASH

Balance of GO notes	100,852.04
	-

Cash available for capital expense **\$ 100,852.04**

Cash - Debt Reserve **\$ 36,556.86**

\$1,340 monthly transferred in monthly Aug-March 2024

DEBT - 2020A NOTE PAYABLE

	<u>ORIGINAL</u>
Principle and interest due 2021	\$ 47,805.21
Principle and interest due 2022	47,257.50
Principle and interest due 2023	47,240.00
Principle and interest due 2024	47,195.00
Principle and interest due 2025	47,122.50
Principle and interest due 2026	47,022.50
Principle and interest due 2027	47,985.00
Principle and interest due 2028	47,712.50
Principle and interest due 2029	47,502.50
Principle and interest due 2030	47,265.00
Total future payments	\$ 474,107.71

Section 4. USE & VESSEL STORAGE.

Land Storage is for listed vessel storage only. Additional property on premises is subject to additional licensing and fees. During the term of this License, the vessel shall not have a cover or any other equipment affixed to the vessel tied or secured to jack stands if used. Vessel shall not be plugged into electrical service while unattended or overnight. Commercial activity of any type is prohibited. Ancillary vessels, vehicles and equipment shall be contracted under separate license, fees apply. "Live aboard" in any vessel or vehicle while stored on shore is prohibited.

Section 5. MARINA ACCESS.

The Marina shall have the right to access the vessel in case of emergency or for requested service work. In the event the Marina must remove Lessee lock for access, the Marina will replace said lock with another lock at Lessee cost.

Section 6. ASSIGNMENT & SUBLEASE.

The land storage space may be neither assigned nor sublet.

Section 7. TERMINATION/DEFAULT.

Either party may terminate this License on not less than 60 days written notice to the other party. This License will automatically terminate, all fees will be paid in full and the vessel removed from the property immediately. Default occurs if: a. The fee remains unpaid for 30 days after the start of the term, or

- b. Lessee fails to comply with any of the provisions of this License within 15 days after the Marina has given Lessee written notice to comply. The Marina shall give Lessee notice of its intention to terminate this License for non-compliance of any of the provisions of this License by sending a certified letter to Lessee last known address. The 15 days will commence upon the date of the mailing of the letter.

In the event of default the Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items related to the work order and/or vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43 and 779.48 liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels. Lessee will be responsible for any legal fees and other expenses incurred by the Marina in enforcing this License.

Section 8. HOLD HARMLESS.

The storage of Lessee vessel on land of the Marina is solely at Lessee own risk. Lessee hereby expressly assumes full responsibility for any and all damage to the vessel, any fixture of the vessel or any other part thereof, any item left or stored in the vessel, and the cradle, jack stands, or other devices used to store the vessel, and agrees and covenants to hold the Marina, its employees, and the City of Ashland harmless from any claim arising from any such damage or loss. Lessee also agrees to reimburse the Marina, its employees, and the City of Ashland for any and all legal fees and costs incurred by the Marina, its employees and the City of Ashland in defending any action arising from any loss or damage as set forth in this section.

The Lessee agrees to use the Marina and associated facilities at his/her sole risk and hereby assumes such risk. The Marina does not assume liability for the care, protection and security of any vessel and/or equipment. User agrees to make no claim against the Marina or the City of Ashland for any loss of property by theft or burglary or any accidental damage or injury to any person or property at the Marina caused by the elements or caused by the Marina or its employees, excepting gross negligence or willful misconduct. User shall indemnify and hold harmless the Marina and the City of Ashland from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury or damage (unless due to the willful misconduct or gross negligence of the Marina.) suffered by the Licensee, or the Licensee's family members, agents, employees, guests, licensees, or invitees. **The Lessee agrees to maintain a minimum of \$500,000 liability insurance and adequate hull insurance on vessel and/or equipment stored and or moored at the Marina. In addition, the Licensee shall list Ashland Marina as additional insured on the vessel liability policy and shall provide to the Marina a current and active Certificate of Insurance showing same.**

Section 9. INSPECTION.

Lessee represents that the vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this License and any renewal of this License. Lessee agrees that the vessel is available to the Marina for inspection upon the request of the Marina. In the event the Licensee fails to make the vessel available for inspection within 5 days of written request being made by the Marina to Licensee's mailing address, email address, or at such other current address as Licensee may from time to time provide to the Marina, the Marina is hereby authorized to enter the vessel from the 6th day following the mailing date of the Marina's written request to enter the vessel.

Section 10. PERMITTED VESSEL MAINTENANCE AND OUTSIDE CONTRACTORS.

Lessee is permitted to perform routine maintenance on the vessel. All work must comply with the Marina's Environmental Best Management Practices, available in writing from the Marina. Any project affecting greater than 25 percent of the vessel's surface, and any project involving sanding/grinding of any of the vessel's surface, requires prior approval from the Marina. Licensee agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor's Policy license. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Marina to protect the Marina and its customers.

By signing below, both parties agree to the terms and conditions of this two-page License.

Lessee Signature	Date	Ashland Marina Staff Signature	Date
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Schaper E&P Acquisition Inc

W4396 County Road E
 Pardeeville, WI 53954
 608-429-2300
 cbojarski@energysusa.com

Estimate

ADDRESS
 Ashland Marina
 301 Ellis Ave N
 Ashland, WI 54806

SHIP TO
 Ashland Marina
 301 Ellis Ave N
 Ashland, WI 54806

ESTIMATE 1139
 DATE 06/08/2023
 EXPIRATION 07/10/2023
 DATE

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
4,000-Gallon Split Flameshield AST	4,000-Gallon Split Compartment Flameshield AST	1	24,772.50	24,772.50
Trucking / Hauling	Tank delivery and offload at site	1	3,500.00	3,500.00
Submersible Pump 1 1/2-HP	FFS 1 1/2HP 4-Inch Submersible Turbine Pump 91-152-inch	2	3,999.99	7,999.98
6-inch Morrison E-Vent	6-inch Morrison Emergency Vent	4	245.09	980.36
3-inch Vent Pipe and Mushroom Cap	3-foot SCH40 Vent Pipe and 3-inch Working Vent OEM w/ Tank overflow Whistle	2	229.98	459.96
1000-2000-Gallon Gauge Set	1000-2000-Gallon Liquid Level Gauge and Secondary Containment Gauge Set	2	257.32	514.64
Spill Bucket Skid Tanks	2" 5-Gallon Spill Bucket with Aluminum Drop Tube	2	429.50	859.00
Decal Kit Small Tanks	Small Decal Kit No Smoking, Flammable, Hazmat, and Product Identification	2	269.00	538.00
Fire Valve	1-inch Fire Valve for Dispenser Station	2	465.00	930.00
CIM-TEK 1-INCH ALUMINUM ADAPTER	Cim-Tek Single 1-inch Aluminum Filter Adapter	2	59.95	119.90
Cim-Tek 70020	Cim-Tek 70020 30 Micron Particulate High Flow Filter	2	26.25	52.50
Misc. Parts	Required parts and valving for tank installation	1	2,950.00	2,950.00
2 Tech Labor Rate	Hourly Technician Rate (2-Technician)	24	200.00	4,800.00
Concrete Installation	34 x 16 6-inch thick concrete pad for tank placement	1	5,950.00	5,950.00
Crash Protection 6-inch Posts	Installation of 6-inch SCH40 posts, buried 3-feet deep, exposed 4-foot above grade, 4-foot on center, backfilled with concrete. Includes safety yellow crash post cover. Electrical interconnect and site lighting provided by others. Fence Installation provided by others Tank build date of October 1st, 2023. ETA to change based on accepted bid.	16	285.00	4,560.00

We appreciate the opportunity to bid your tank project!

SUBTOTAL	58,986.84
TAX	0.00