



Harbor Commission Meeting

Wednesday, September 20, 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, September 20, 2023** at **5:30 PM**.

The following items will be considered:

1. CALL TO ORDER

- a. Roll Call

2. APPROVAL OF AGENDA

- a. September 20, 2023 Meeting Agenda

3. APPROVAL OF MINUTES

- a. August 16, 2023 Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. FINANCIAL STATEMENT REVIEW

6. WISCONSIN DNR PRESENTATION

- a. Warden Jack Leussman

7. OLD BUSINESS

- a. Superfund Site / Boat Launch - WI Waterways Commission Meeting Grant Funding \$700,000
 - i. 9/27 WI Waterways Joint Finance Meeting for Additional Funding
- b. Marina Rules - Updated Storage Contract (*Roll*)
- c. Fuel Systems Update - Storage Tanks
- d. Fuel Additives - Valvetec
- e. Weed Management (*Commissioner Brede*)

8. NEW BUSINESS

- a. Managers Report
 - i. Vandalism



- b. Election of Harbor Commission Chair and Vice Chair
- c. Federal Grant Funding
 - i. Congress Representative Tom Tiffany Letter

9. ADJOURNMENT

If you are unable to attend the meeting please call Chelsea at City Hall: 715 -682-7071

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, August 16, 2023**

1. CALL TO ORDER - ROLL CALL

Chair Dick Pufall called the August 16, 2023 Harbor Commission Meeting to order at 5:30.

PRESENT: Shawn Brede, Alan Smiles, Thomas Yankee, Gary Leino, Peter Herlevi, Dick Pufall

ABSENT: Randy Harvey

ALSO PRESENT: Scott Stegman and other concerned citizens

2. APPROVAL OF AUGUST 16, 2023 MEETING AGENDA

Thomas Yankee moved, seconded by Shawn Brede to approve the agenda as presented. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

a. May 24, 2023 Meeting Minutes

Gary Leino moved, seconded by Thomas Yankee to approve the May 24, 2023 meeting minutes. The motion carried unanimously by voice vote.

4. PUBLIC COMMENT

Brian Kerr *805 MacArthur Ave.* spoke about weed concerns at the Ashland Marina B dock. Weeds are impeding safe and free passages in the Ashland Marina. Kerr also asked the Harbor Commission to implement a formal system for marina customers to write and address the commissioners about their concerns.

5. FINANCIAL STATEMENT REVIEW

a. Financials

Commissioners had no questions for Stegmann or the Finance Department regarding the 2022 Financial Report, Stegmann stated that there were no changes since the last time information was presented to the Commission.

Stegmann explained 2023 financials, cash analysis, and budget comparison; commissioners discussed. Stegmann will talk with the Finance Department regarding the propane amounts and get information updated to present to commissioners at the next meeting.

6. UNFINISHED BUSINESS

- a. Super Fund Site / Boat Launch - WI Waterways Commission Meeting 8/9/2023 Grant Funding
Stegmann hasn't yet received a report from Sara Hudson, Parks and Recreation Director, who attended the Wisconsin Waterways Commission meeting. Stegmann has reached out and received support from State Representative Chanz Green about a boat launch at the Ashland Superfund site and receiving funding from the Wisconsin Waterways Commission.

7. NEW BUSINESS

- a. Manager's Report
Eurasian water milfoil weeds were vast this year in the Ashland Marina. The Ashland Marina hasn't had a professional weed cutter visit the Ashland Marina in over twelve years and are unable to get their service in Ashland this year. Lenio presented an idea about weed control with the product ,Sonar, a treatment he believes is approved by Wisconsin DNR. Commissioners would like to look into taking a more aggressive approach to the weeds for the next summer season.
- b. Marina Rules - Updated Storage Contract
Contract was drafted by Stegmann and the City Attorneys office, the contract is to be revised and discussed at the next Harbor Commission meeting. The contract is recommended for approved by City Staff.
- c. Boat Storage Lot: Event usage and fee's associated
Item was not discussed.
- d. Fuel System: Schaper Estimate
Stegmann provided an estimate from Shaper Fuels for fuel tanks totaling \$58,986.84. The Ashland Marina is currently working with Shaper Fuels on an plan to install the new system and fuel lines above ground to save on costs. The Shaper Fuels estimate does not include the removal of old tanks as this must be done with a separate contract. More information will be presented to commissioners at the next Harbor Commission meeting.
- e. Overflow Parking: Location and Quantity
Since July 4, 2023 the Superfund site has been used as overflow parking for Kreher RV Park. The use for overflow parking has been going well for all. Stegmann did note that he has received both positive and negative comments regarding the overflow parking in this area. Commissioners would like to prioritize the Superfund site asphalt space in the winter for boat storage but agreed that using this space for overflow RV parking in the summer is fine use if area is not needed for Marina storage.

8. ITEMS FOR NEXT MEETING

Commissioners will review the storage contract and a vote to approve the contract will be held at the next meeting. Commissioners and Marina staff will continue to look into solutions for the weed issue, specifically looking into the possibility of using the product Sonar. Stegmann will contact the Apostle Islands Parks Service and ask if Ashland Marina can be added to the list of Marinas that have a fuel service. Stegmann is to talk with the

Parks and Recreation director about the Wisconsin Waterways Commission meeting and report back on findings to commissioners at the next meeting. Commissioners would like to address customer suggestions about the Marina and how they can improve responding to these concerns. Commissioners would also like to implement a service that will allow for customers and residents to stay up to date about what is happening at the Marina.

The next Harbor Commission meeting is scheduled for September 20, 2023.

9. ADJOURNMENT

Thomas Yankee moved, seconded by Peter Herlevi to adjourn. The motion carried unanimously by voice vote.

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

THOMAS P. TIFFANY
7TH DISTRICT, WISCONSIN



WASHINGTON OFFICE:
451 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
(202) 225-3365

DISTRICT OFFICE:
2620 STEWART AVE, SUITE 312
WAUSAU, WI 54401
(715) 298-9344

Congress of the United States
House of Representatives
Washington, DC 20515

August 10, 2023

Matthew MacKenzie
City of Ashland
601 Main Street West
Ashland, WI 54806

Dear Matthew,

I hope this letter finds you well. As you know, supporting my constituents and empowering local government are my top priorities while serving you in Washington D.C. One of the many constituent services my office offers is support in securing federal grants. I strongly encourage you to take advantage of this service and utilize the resources that are used to build strong communities in Northern and Western Wisconsin.

Here is how my staff and I can help you secure federal grants

- Identify potential grants you may qualify for
- Answer questions regarding your grant application
- Assist with writing your grant application
- Check on the status of your grant application
- Write letters of support for your grant application

If you are planning to apply for a federal grant in the future or are currently applying for a federal grant, please contact my district office at **715-298-9344**.

I also kindly ask that you share this letter with your department heads, committee chairmen, and other community leaders. I look forward to working with you to build strong and thriving communities for years to come. If this letter no longer applies to you, please pass it along to your successor.

Sincerely,

A handwritten signature in blue ink that reads "Thomas P. Tiffany". The signature is written in a cursive style with a large, stylized "T" and "P".

Tom Tiffany
Member of Congress