



Take notice that the City of Ashland Common Council will meet in person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually, 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, May 14, 2024 Ashland City Council Meeting Agenda

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- A. April 16, 2024 City Council Reorganizational Meeting and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. Announcements
- B. Appointments

6. CONSENT AGENDA

- A. Miscellaneous Minutes
- B. Approve to Accept the City of Ashland Bicycle Plan *(Public Works)*
- C. Approve Adding the Former Baron Radiator Property to the City's Comprehensive Outdoor Recreation Plan (CORP) *(Planning)*
- D. Accept the WI DNR Forest Fire Protection Grant Award *(Fire Department)*
- E. Approve to Accept Great Lakes Restoration Initiative Funding from the Wisconsin Department of Natural Resources for the Riparian Corridor Restoration of Bay City Creek *(Parks)*

7. OLD BUSINESS



- A. **Approve an Ordinance to Amend Chapter 925 (1443) Cigarettes and Tobacco Products, Ashland City Ordinances, to Include Regulations for Vaping Products** *(Clerk) Roll*

8. NEW BUSINESS

- A. **Consider a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Safe Drinking Water Loan Program for SFY2026 STH 13/Ellis Avenue Watermain Replacement Project** *(Public Works) Roll*

9. CLOSED SESSION

- A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation."** *(Bay View Pier) (City Attorney)*
- B. **Return to Open Session** *(Voice)*
- C. **Report of Action Taken during Closed Session**

10. 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, April 16, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, April 16, 2024 Ashland City Council meeting was called to order by Mayor Matt MacKenzie at 6:00 p.m.

2. OATH OF OFFICE FOR ELECTED OFFICIALS

The elected officials Kevin Seefeldt, Ana Tochtermann, Jim Gregoire, and Nancy Sztynior were sworn into office by the City Clerk.

3. 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, James Gregoire, Charlie Ortman, Nancy Sztynior

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Steven Wiley, Parks Director Sara Hudson, Fire Chief Stuart Matthias, Police Chief Willis Hagstrom, and other interested citizens.

4. APPROVAL OF AGENDA

A motion by Seefeldt and seconded by Goyke to approve the agenda, was passed unanimously by voice vote.

5. ELECTION OF COUNCIL PRESIDENT

A. Accept Nominations from the Floor

MacKenzie opened nominations for Council President. Goyke nominated Ortman; he accepted this nomination.

B. Close Nominations

As there were no other nominations, Seefeldt moved, seconded by Jackson, to reappoint Ortman as Council President without voting by secret ballot. This motion was approved unanimously by voice vote.

6. APPROVAL OF MINUTES

A. **April 4, 2024 City Council Meeting Minutes**

Mackenzie requested a correction to reflect the start time of the April 4, 2024 Council meeting to be changed to 6:10 p.m. A motion by Tochtermann and seconded by Jackson to approve the amended minutes was carried unanimously by voice vote.

7. CITIZEN PARTICIPATION PERIOD

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

Gwen Gilbert, 3514 Lake Park Road, commented on the private well permit and fees.

Zygmund Jablonski, 916 6th Avenue West, remarked on claims of being in violation of City Ordinances.

8. MAYOR'S REPORT

A. **Announcements**

Mackenzie noted he was not ready to make appointments to committees or boards in time for this meeting, and asked for changes or recommendations from Councilors before the next Council meeting. He also announced that a settlement was made for \$125,000 with Coleman Engineering to end litigation on 6th Street West.

9. CONSENT AGENDA

A. **Miscellaneous Minutes**

A motion by Goyke and seconded by Seefeldt to approve the miscellaneous minutes was approved unanimously by voice vote.

B. **Approve Moment of Silence or Invocation as Required by Chapter 51.06 City Council Procedure, Ashland City Ordinances (Voice)**

A motion by Seefeldt and seconded by Tochtermann to continue with a moment of silence at the beginning of Council meetings, was approved unanimously by voice vote.

10. OLD BUSINESS

- A. **Approve a Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiveness Financial Assistance Agreement for 2023 Lead Service Lateral Replacement** (*Public Works*) Roll

A motion by Ortman and seconded by Seefeldt to approve the resolution was passed unanimously by roll call vote. **File #17779**

- B. **Consider Approval to Accept a Professional Design and Engineering Services Proposal from Parkitecture + Planning for the Kreher Park Campground Expansion Project** (*Public Works/Parks & Recreation*) Roll

A motion by Ortman and seconded by Goyke to approve to accept the proposal for \$50,300.80 was passed unanimously by roll call vote.

11. NEW BUSINESS

- A. **Consider a Resolution to Designate the Official City Newspaper** (*Clerk*) Roll

A motion by Seefeldt and seconded by Tochtermann to approve the resolution was passed unanimously by roll call vote. **File #17777**

- B. **Consider a Resolution to Designate Public Depositories** (*Clerk*) Roll

A motion by Seefeldt and seconded by Jackson to approve the resolution was passed unanimously by roll call vote. **File #17778**

- C. **Consider to Reaffirm and Accept the Nine Tools of Civility** (*Mayor*) Roll

A motion by Seefeldt and seconded by Ortman to approve was passed unanimously by roll call vote.

- D. **Consideration of an Alcohol Beverage License Application for SamDesiel LLC dba The Badger Den at 301 Main Street East, Ashland, and Agent Pat Hunt** (*Clerk*) Voice

A motion by Seefeldt and seconded by Szyndor to approve was passed unanimously by voice vote.

12. CLOSED SESSION

A motion by Tochtermann and seconded by Ortman to enter into Closed Session, passed unanimously by roll call vote. The Mayor requested to allow Butler to remain while in Closed Session. The Council agreed by voice.

- A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation."** (*WI DNR Potential Consent Agreement*) (*Mayor*)

- B. **Return to Open Session**

Ortman moved, seconded by Seefeldt to return to Open Session. The motion passed unanimously by voice vote.

- C. **Report of Action Taken During Closed Session** - Council may return to open session and take action on any item discussed in Closed Session.

The Mayor reported there was no action taken during closed session.

13. ADJOURNMENT

A motion by Ortman and seconded by Goyke to adjourn was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, April 16, 2024 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, April 16, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:55 p.m.

1. Roll Call

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andrew Goyke, Jim Gregoire, Charlie Ortman, Nancy Sztynдор

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Steven Wiley, Fire Chief Stuart Matthias, Parks Director Sara Hudson, and other interested citizens.

2. Approval of Agenda

Ortman relayed a request to remove Item 6: Closed Session from the agenda. A motion by Tochtermann and seconded by Goyke to approve the amended agenda was approved unanimously by voice vote.

3. Council President's Report

Ortman requested information and a timeline regarding the Baron Radiator renovations. He also expressed his appreciation towards Dick Pufall for his many years of service on both City and County boards and committees.

4. Administrator's Report

Kucera offered an update on the Baron Radiator site, and noted that the City was doing well regarding sewer overflows, having had only one during the past four years during a very heavy rain event.

5. DISCUSSION ITEMS

A. Discussion and Possible Action Regarding the City of Ashland Bike Plan (*Public Works*)

Butler introduced the item and answered questions from Council. A motion by Goyke, seconded by Seefeldt to move the item forward for formal

B. Discussion on Planning for Future Private Lead Water Service Lateral Replacements (*Public Works*)

Butler introduced the item and answered questions from Council. There was no action taken at this time.

C. Discussion and Possible Action Regarding Adding the Former Baron Radiator Property to the City's Comprehensive Outdoor Recreation Plan (CORP) (*Planning*)

Wiley introduced this item and answered questions from Council. A motion from Goyke, seconded by Seefeldt to move the item forward to Council for formal approval passed unanimously by voice vote.

- D. Discussion and Possible Action on Amending the Burning Ordinance to Allow Fires for Recreational Events on the Ice of Chequamegon Bay (*Fire Department*)

Matthias introduced the item, and requested to withdraw the original recommendation and instead, add language to the Special Event Permit application to include bon fires instead of amending the ordinance. Council agreed without a formal vote.

- E. Discussion and Possible Action Regarding Amending Chapter 925 (1443), Ashland City Ordinances, to Include Regulations for Vaping Products (*Clerk*)

Oliphant introduced the item and answered questions from Council. A motion from Jackson, seconded by Seefeldt to forward the item to Council for formal approval, passed unanimously by voice vote.

- F. Discussion and Possible Action Regarding Potential Changes to Private Property Lawn Height and the Implementation of Edging (*Councilor Ortman*)

Ortman explained the purpose of this item, and asked for recommendations from Council. It was determined that this item be discussed further at the Parks, Planning, and Public Works committees.

6. Items for Future Discussion

Goyke requested an update regarding the Bay View Park pier.

7. Adjournment

A motion by Tochtermann and seconded by Goyke to adjourn was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

SUBJECT: Appointments**RECOMMENDATION:** Approval**DEPARTMENT OF ORIGIN:** Mayor**CLEARANCES:** Mayor**EXHIBITS:****EXPENDITURES REQUIRED:** NA**AMOUNT BUDGETED:****APPROPRIATION
REQUIRED:****TREASURER'S
CERTIFICATE:** NA**COMPLIANCE WITH CHAPTER 51:****STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:****SUMMARY STATEMENT:**

At or after the annual reorganizational meeting of the Council, the Mayor appoints/reappoints Councilors to serve on the various committees, boards, and commissions.

The Mayor is requesting approval of the following Council representative appointments:

Ashland Ore Dock Charitable Trust	Ana Tochterman
Disabled Parking Enforcement Assist. Council	Nancy Sztyndor
Economic Development/Revolving Loan Advisory Bd	Charlie Ortman
Harbor Commission	Jim Gregoire
Historical Preservation Commission	Nancy Sztyndor

Municipal Library Board	Sarah Jackson
Parks and Recreation Committee	Kevin Seefeldt
Plan Commission	Ana Tochtermann
Public Works Committee	Andy Goyke
Sustainability Committee	Charlie Ortman
Zoning Board of Appeals	Jim Gregoire

HARBOR COMMISSION MEETING MINUTES: **Wednesday, December 13, 2023**

1. CALL TO ORDER

Present: Leino, Yankee, Smiles, Harvey, Herlevi, Brede, Pufall

Also Present: Stegman (Marina Manager), J. Leussman (DNR Warden), M. MacKenzie (Mayor)

2. APPROVAL OF AGENDA

Motion to amend agenda to move Item 6, Guest -WI DNR Warden - Jack Leussman to come before Item 5, Financial Statement Review.

Motion: Yankee

Second: Brede

Vote: Passes Unanimously (voice)

3. APPROVAL OF MINUTES

- a. September 20th, 2023 Harbor Commission Minutes

Motion: Leino

Second: Smiles

Vote: Passes Unanimously (voice)

4. CITIZEN PARTICIPATION PERIOD

No members of the public present for comment.

5. FINANCIAL STATEMENT REVIEW

- a. Financial Statement Review

Reviewed the financial statements received from Finance Department on November 10, 2023. Covered the capital projects list and provided context for each item.

6. GUEST - WI DNR WARDEN - JACK LEUSSMAN

Introduced himself as the new person with the DNR. He is responsible for enforcement on Cheq. Bay and in the Apostle Islands. It is a new position to the DNR. His responsibility is regarding boating, commercial fishing, and sport fishing. Discussion on the weeds/milfoil in the Marina and what he the DNR opinion is on removal. Leussman said that permits are required, no matter that solution is taken, chemical or mechanical, and the process is a long one. Question about Registration for some boats in the marina with the DNR.

7. MANAGER'S REPORT

Witnesses of vandalism did not come forward to the Police. 2024 customers are looking good for returners, new customers coming in as well for next year. Winter storage is higher than last year as well.

Mayor MacKenzie gave information on what the responsibility of the Harbor Commission is. Covered the establishment of the Commission and when and what ordinances modified the Commission's bylaws.

8. OLD BUSINESS

- a. Super Fund Site/Boat Launch - JFC Funding from 72% to 60%
WI Waterways Commission meeting was attended by Stegman, Mackenzie, and S. Hudson (P&R Director). The Commission approved dollars to the boat launch, however the Joint Finance Committee rejected the project unless the state share is reduced to 60% from 72%. With the budget the city has for the project, that new split is not feasible. JFC asked the City to reapply.
- b. Fuel System Update - Storage Tanks
Estimates are going to be gotten by Stegman. He has talked with a firm in Wausau and they came back with some numbers. It would be about 6 months from order to delivery as they are manufactured to order. All requirements for the state are satisfied for the moment, COVID delayed upgrade requirements, but the state has restarted the clock for replacement because of the single walled current tank.

9. NEW BUSINESS

- a. South Lot Boat Storage and Boat Launch
Handout was given for this item. Update on current storages and associated revenue. Storage is increased over last year. Discussion regarding increasing storage could compete with space with Book Across the Bay. A soft spot in the asphalt in the parking lot was brought to the attention of the Commission by a member of the Commission.
- b. Special Events on Marina Grounds
Book Across the Bay taking up storage space is a limit to Marina storage revenue in the parking lot. Mayor MacKenzie covered how BATB came to be an exclusive Ashland event and why the space is being used for BATB. He also explained how the city is expanding its involvement in BATB this year.
- c. Five-Year Capital Plans
Covered in Financial Statement Review Item.

10. ITEMS FOR NEXT MEETING

No items were brought up by Commission Members.

Next meeting scheduled for Wednesday, February 7th, 2024 at 5:00 PM at City Hall, Council Chambers.

11. ADJOURNMENT

Motion: Harvey

Second: Pufall

Vote: Carries unanimously (voice)

SUBJECT: Approve to Accept the City of Ashland Bicycle Plan (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Parks and Recreation Director
Approved Unanimously by Committee of the Whole, April 16, 2024

EXHIBITS:

1.	City of Ashland Bike Facility Overview and Map of Bike Lanes and Trails
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EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote public health, safety, morals, and the general welfare..." for the City's residents and community.

SUMMARY STATEMENT:

At their April 16, 2024 Committee of the Whole meeting, Council unanimously approved to accept the City of Ashland Bicycle Plan as presented. The Public Works Director has been coordinating an update to the City Bicycle Plan through collaboration with representatives from the Public Works Committee (Phil Sorenson) and Parks and Recreation Committee (David Ullman).

The Bicycle Plan is helpful in seeking grants for street improvement projects as federal funding is shifting to require more incorporation of bicycle and pedestrian facilities along with vehicular accommodations. In addition, several key roadways throughout the City, such as 3rd Street West and Beaser Avenue, are scheduled for resurfacing in the near future, hence Public Works was in need of guidance for accommodation of bicycle facilities on these roadways.

Bike lanes are proposed along 3rd Street West, which will require elimination of parking on the south side of the street. In the case of Beaser Avenue, bike lanes are proposed from US2 to 11th Street West, which can be installed without eliminating parking on either side of the avenue. Due to lower traffic volumes on 3rd Street East, "sharrow" pavement markings are proposed.

From 11th Street West to Binsfield Road, sharrows are proposed due to the presence of a median in the roadway. When Beaser Avenue was reconstructed in 2008, an eight-foot wide sidewalk was installed south of 11th Street West to accommodate bicycles.

Other highlights of the plan include connection to Prentice Park via Junction Road; connection to the elementary/high school walking path via 9th Street West; bike lanes along 11th Street East/West; and connection of the 5th Street Corridor trail to downtown via Chapple Avenue. An item identified for future consideration is the possible rerouting of bicycle/pedestrian traffic along 26th Avenue East rather than the 24th Avenue East trail due to safety considerations related to the US Highway 2 crossing and maintenance of the 24th Avenue East trail.

The proposed plan was presented to the Public Works committee several times and public input was incorporated through an event hosted by Bay City Cycles in February 2024.

City of Ashland Bike Facilities Overview

Background

The city of Ashland is a small community on Lake Superior with values geared toward environmental stewardship and recreation. With this, Ashland aims to encourage bicycle access in the city and promote a healthy, active lifestyle. Bicycle lanes and other facilities provide safe and clear routes for citizens and tourists alike. This aligns with United States Department of Transportation's 2010 policy to incorporate safe and convenient walking and bicycling facilities into transportation projects.

The city of Ashland has been able to keep pedestrians and bicyclists safe prior to the implementation of this plan. The state of Wisconsin keeps data of crashes from 2001 to the current date. During that time period, there has been a total of 9 bicycle crashes (11% severe injury) and 8 pedestrian crashes (25% severe injury) on city streets. The addition of more biking infrastructure will likely lead to more ridership and an even lower rate of crashes and injury, which will be further discussed later.

The city of Ashland is also keeping the environment in mind by prioritizing the reduction of pavement widths. Less overall pavement will reduce maintenance costs and storm water runoff. Parking lanes will need to be sacrificed for bike lanes in some situations. According to the City of Ashland Parking Study in 2018, there is currently ample parking downtown. Even with the removal of some parking lanes, finding a spot near downtown will not be an issue.

Existing Bike Facilities

The City of Ashland currently has 2.9 miles of bike facilities. 2.6 miles of that is defined as bike lane, which is a 4 foot wide surface with painted markings indicating bicycle use (fig. 1). The other 0.3 miles are sharrows. Sharrows are painted road markings designating the road to be shared between cyclists and motorists (fig. 2). There are also approximately 8.6 miles of trails in the City of Ashland that are available for biking, including the 5th St Corridor and the Waterfront Trail. One notable bike trail is along Beaser Avenue, where the cross section of the road south of 11th St doesn't allow for bicycle facilities in the road. Instead, the widened sidewalk running along the Eastern side of the street was constructed in 2009 to accommodate bicycle traffic.

Addition of bike facilities have been shown to improve safety and increase ridership for bicyclists. A study on the impacts of bike lanes was conducted on various cities by the National Association of City Transportation Officials (NACTO). NACTO found that the addition of bike lanes lead an overall decrease in severe injuries and death due to bicycle-car accidents. Bicycle ridership also increased both on and off streets with added bike lanes. Because of the associated health, safety, and environmental benefits of an effective network of bike facilities, the City of Ashland intends to add more bike lanes and sharrows.

Planned Bike Facilities

Bike facilities are beneficial on some streets and may not be necessary on others. According to NACTO, bike lanes are best suited for roads with average daily traffic $\geq 3,000$ and a maximum speed limit of 25 mph. On roads where vehicle traffic is significantly lower than 3,000 while bicycle ridership is high, sharrows are an effective option. On other local streets in Ashland where vehicle and bicycle traffic is low, bike facilities are not necessary. The Wisconsin Bicycle Facility Design Handbook claims, “On quiet residential streets with little traffic and slow speeds, bicyclists and motorists can generally coexist with little difficulty. Such streets seldom need bike lanes.”

There are 8.6 miles of proposed bike facilities that the City of Ashland intends to implement. Of those 8.6 miles, 3.9 would be bike lane, 3.9 miles of sharrows, and 0.8 miles would be signed. Signed means there would be street signs designating the road as a bike route, but would have no painted pavement markings (fig. 3). This would create a network that effectively serves the community by connecting residential areas with key access points, such as schools and colleges, downtown, the hospital, and the waterfront.

The implementation of these proposed bike facilities is to be coordinated with roadway improvement projects. This is because Ashland has a limited engineering capacity and is just beginning to execute a functional pavement management program. Simultaneous roadway improvement and bicycle accommodation addition was agreed upon in the Public Works Committee meeting on October 10, 2019. Again, this is compliant with the United States DOT’s policy from 2010.

Figure 1 - Bike Lane



Figure 2 - Sharrow



Figure 3 - Signed



Abandoned Bike Facilities

The city of Ashland has some existing facilities that do not align with the current bike plan. Their lack of connectivity, functionality, and perceived ridership leads them to be abandoned. Bike lanes on 22nd St W and Binsfield Rd fit the criteria for them to be abandoned. The road paint still exists and is in good condition currently, but these lanes will not be maintained going forward.

Future Consideration of Bike Facilities

There are a few places in the city that we recognize could use better facilities but require more work to come to a final decision on their implementation. These two areas are labeled “future consideration” in Figure 4. These areas include Maple Lane and 26th Ave. E. They are displayed on the bike plan map, but are not included in cost totals because of their uncertain future.

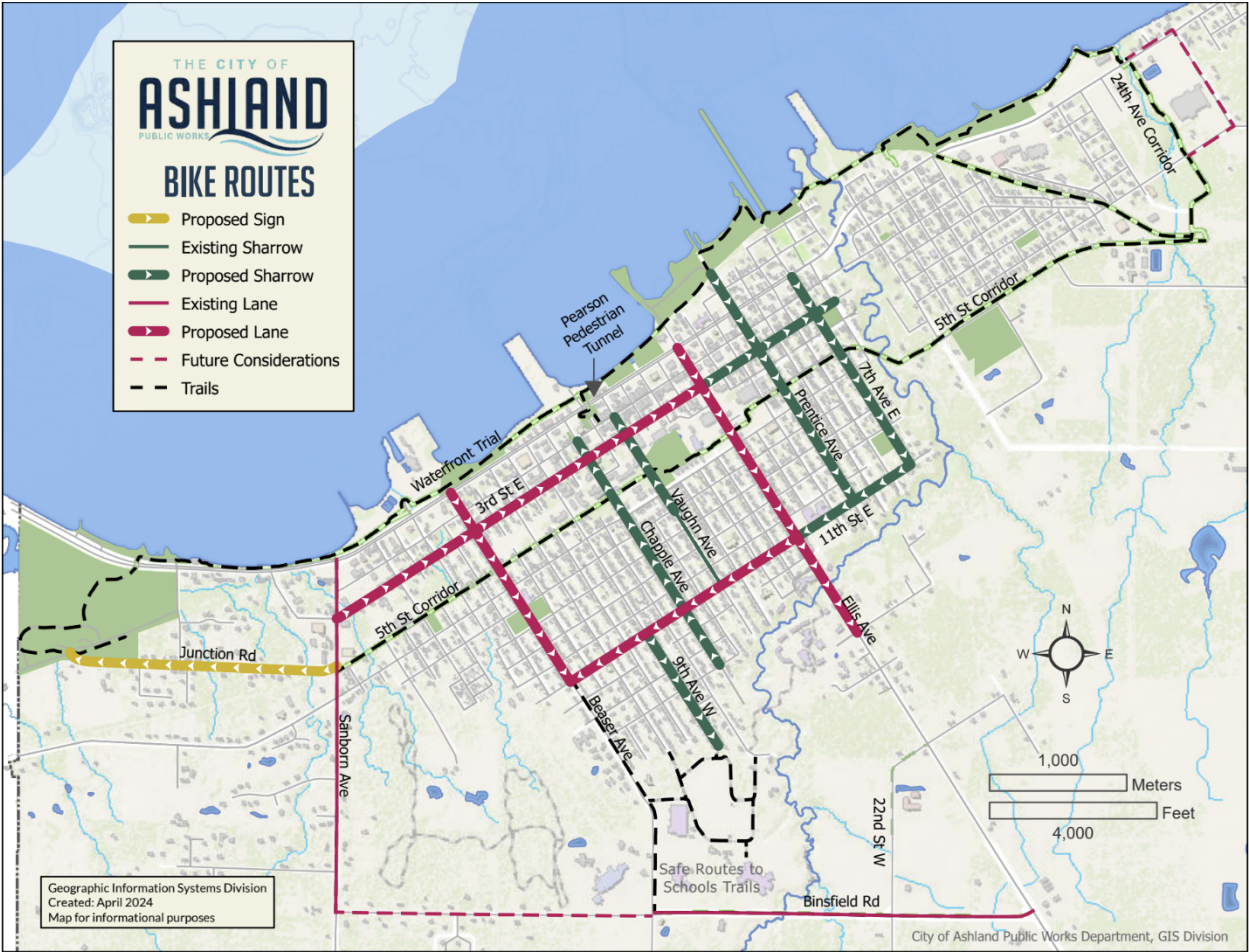
Cost of Bike Facilities

When considering the addition of new facilities to the City’s infrastructure network, it is important to consider the ongoing maintenance costs along with the initial cost. The cost for a bike lane is \$0.66 per foot, \$0.19 per foot for sharrows, and \$1.89 per foot for signs. The life span for road paint is estimated to be 5 years, and 15 years for signs. Therefore, the approximate annual cost per mile is \$1,200 for bike lanes, \$320 for sharrows, and \$1000 for signs. If all proposed bike facilities were implemented, the total annual cost would be approximately \$4,900.

As mentioned previously, the proposed bike facilities will be implemented in coordination with roadway improvement projects. Therefore, the annual cost of maintaining the pavement markings or road paint will be realized gradually over time, not immediately following approval of the plan. The City Administrator has reviewed the plan and associated costs and has indicated that the cost is reasonable relative to the community benefits provided by bicycle facilities.

The proposed bike facilities are planned in coordination with existing pedestrian trail facilities maintained by the City. The City has made a significant investment in this trail network. Ashland’s 8.6 miles of trails have an estimated 15 year useful life. With a total replacement value of \$1,617,000, the annual cost of trails would be \$107,810. This information is presented for the sole purpose of demonstrating the investment that the City has made in pedestrian trail facilities, providing context for the scope and extent of the planned bike facilities.

Figure 4 – Existing and Proposed Bike Lanes and Trails



References

- United States Department of Transportation Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations
 - https://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/policy_accom.htm
- Wisconsin Traffic Operations and Safety (TOPS) Laboratory
 - <https://topslab.wisc.edu/>
- NACTO – High Quality Bike Facilities Increase Ridership and Make Biking Safer
 - <https://nacto.org/2016/07/20/high-quality-bike-facilities-increase-ridership-make-biking-safer/>
- NACTO – Urban Bikeway Design Guide
 - <https://nacto.org/publication/urban-bikeway-design-guide/bike-lanes/conventional-bike-lanes/>
- WisDOT - Wisconsin Bicycle Facility Design Handbook
 - <https://wisconsindot.gov/documents/projects/multimodal/bike/facility.pdf>
- City of Ashland – 2018 Downtown Parking Analysis
 - <https://www.coawi.org/DocumentCenter/View/664/2018-Downtown-Parking-Analysis>

SUBJECT: Approve Adding the Former Baron Radiator Property to the City's Comprehensive Outdoor Recreation Plan (CORP) (*Planning*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Parks & Recreation Director
Approved Unanimously by Committee of the Whole, April 16, 2024

EXHIBITS:

1.	2024 CORP Amendment
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EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The City's Strategic Plan identifies as goals Development of Main Street and Development of Areas other than Main Street. The adaptive reuse of the City-owned vacant former Baron Radiator property is consistent with the City's Strategic Plan goals. The site is located adjacent to the Vaughn Public Library within a block of Main Street and is dilapidated. As a vacant blighted property, it does nothing to attract visitors to the downtown or nearby areas. The property currently detracts from its surroundings. The reuse of the property as a beverage-based use and outdoor event space would create a destination that would attract people to the downtown and nearby areas. For this reason, the reuse of the property is a high priority for the City and staff are of the opinion that the reuse of the property and destination created as a result would further the City's Strategic Plan goals.

SUMMARY STATEMENT:

City staff sought and received Committee of the Whole approval to amend the City's 2019-2024 Comprehensive Outdoor Recreation Plan (CORP) to add the former Baron Radiator Property to the CORP.

The property was not originally included in the CORP as approved by the City Council and WI Department of Natural Resources (WDNR) in 2019. The City acquired the Baron property after approval of the CORP. In 2022 and 2023, City staff worked with the Environmental Protection Agency (EPA), the EPA's consultant, and

WI DNR on a reuse plan for the former Baron site. Since then, the City Administrator has provided several reports to the Council regarding the reuse of the former Baron Radiator property. The Council approved a contract between the City and Meyer Group Architecture to create construction documents for the reuse project. Staff anticipates opening up the project for contractor bids upon completion of the construction documents.

In order to assist with funding the adaptive reuse of the former Baron Radiator site, City staff would like to apply for funding through the WI DNR Stewardship Grant program. In order to do so, the project must be listed in the City's CORP, and it must support a goal identified in an approved CORP. The Parks and Recreation Director is seeking Wisconsin Coastal Management (WCM) funds to update the CORP because the plan has reached its five-year mark and updating at five years. The update of the CORP will not occur before the deadline for 2024 Stewardship funds, which is May 1, 2024. The Stewardship Grant can fund the construction of public restrooms, green stormwater systems, and the public plaza space.

The Stewardship program requires a 1:1 match for eligible expenses and only eligible expenses are considered for the match. The cost estimates provided for the site in the concept plan for the Baron reuse project were between \$300,000 and \$500,000. DNR Stewardship funds could potentially cover half of this and are therefore a significant funding source for the project. For this reason, staff requests approval of the proposed amendment to the CORP to include the former Baron Radiator property in the 2019-2024 CORP. The DNR has indicated that they will need to see progress towards amending the CORP to include the Baron property in the plan at the time of application submission. If the COW and Council approve the proposed CORP amendment, staff would apply for WDNR Stewardship and other available funds in 2024. Staff anticipates completion of the adaptive reuse project between 2024 and 2025.

Goal 14: Complete the Adaptive Reuse of the City-owned Former Baron Radiator Property

<i>Actions</i>	<i>Cost</i>	<i>Timeline</i>
Complete architectural design, construction documents, and bid specs for the adaptive reuse project.	\$\$\$\$	2024-2025
Issue Request for Proposals for contractors		
Secure and leverage City and outside funding for the project		
Explore opportunities for programming and use of the public open space		

*CORP Amended XX/XX/2024

Year	Park	Proposed Project	Priority	Estimated Cost
2024-2025	Former Baron Radiator Property	Adaptive reuse of the former Baron Radiator Property structure and site. Amenities will include an outdoor public open space and public restrooms	1	\$800,000

* CORP Amended XX/XX/2024

Outside Funding Source	Outside Funding Amount	Funding Needed
WDNR Stewardship Grants, WAM Grants	\$400,000	\$400,000

SUBJECT: Accept the WI DNR Forest Fire Protection Grant Award (*Fire Department*)

RECOMMENDATION: The Fire Chief recommends accepting the grant payment.
This was approved unanimously by the Committee of the Whole, April 16, 2024.

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Unanimously approved by the Committee of the Whole, April 16, 2024.

EXHIBITS:

1.	DNR Copy Grant Agreement - 1
2.	DNR Copy Grant Agreement - 2
3.	Payment information

EXPENDITURES REQUIRED: \$2756.00

AMOUNT BUDGETED: \$1500.00

**APPROPRIATION
REQUIRED:** None

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promotes the public health, safety, morals, and the general welfare..." for the City's residents and community

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: At their April 16, 2024 Committee of the Whole, Council unanimously approved to allow the Fire Department to accept a grant through the Wisconsin Department of Resources. The goal of the Utilities and Community Facilities chapter (Chapter 5) of the City's Comprehensive Plan of Record is "to provide a well maintained infrastructure that provides health, education, telecommunication and safety and security services for all residents and visitors." Objective 1.3 of the chapter notes that the community needs to "ensure that City fire, police, and emergency services equipment adequately provides for the personal safety of all persons and for preservation of property."

SUMMARY STATEMENT:

AFD applied for this grant last summer as indicated. This payment is the expected amount.

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Grantee	Ashland Fire Department	Grant Number	FFP-24S-012
Period of Grant Agreement	October 1, 2023 – April 15, 2024	Program Name	Forest Fire Protection Grant Program
Funding Source(s)	WI State Forestry SEG State ID# 370.556		

GRANT PROJECT DETAIL BY CATEGORY	
Personal Protective Equipment (PPE):	\$1776.07
Training:	\$0.00
Prevention:	\$0.00
Tools/Equipment:	\$979.00
Communication Equipment:	\$0.00
Dry Hydrant Installation:	\$0.00
Mapping:	\$0.00
Off-Road Vehicles (Not Funded):	\$0.00
Project Total	\$2755.07
x Grant Share	x 50%
TOTAL FFP GRANT FUNDING	\$1377.54
Not to exceed \$10,000 for fire departments or \$25,000 for county/area associations of fire departments	
<u>Ineligible Items:</u>	
<u>Miscategorizations:</u>	
<u>Other Application Changes:</u>	

Grantee: Ashland Fire Department
Grant #: FFP-24S-012
Grant Amount: \$ 1377.54

The following documents are hereby incorporated into and made part of this agreement:

1. Chapter NR 47, subchapters I and VIII, Wis. Adm. Code
2. s. 26.145, Wisconsin Statutes
3. DNR Forest Fire Protection Grant Application (Form 4300-119)
4. DNR Forest Fire Protection Grant Terms and Conditions (Form 4300-119B) and attachments

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary
By

Sandy Chancellor

Date: September 28, 2023

FOR

Jim Ritchie, Director
Bureau of Community Financial Assistance

ACCEPTANCE

The person(s) signing for the Grantee has read and understands the FFP Terms and Conditions (Form 4300-119B), and represents both personally and as an agent of her/his principal that s/he is authorized to execute this agreement and bind her/his principal, either by a duly adopted resolution or otherwise.

Date: 10/4/23

Grantee: Ashland Fire Department

Signature: *Stuart Matthias*

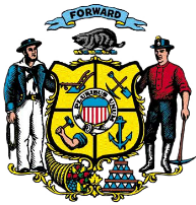
Printed Name: STUART MATTHIAS

Title: FIRE CHIEF

Please submit to the FFP Grant Manager:

Mail: Department of Natural Resources
Attn: Sandy Chancellor
3911 Fish Hatchery Road
Fitchburg, WI 53711

Email: DNRFFPGrantProgram@wisconsin.gov



State of Wisconsin

Payment Advice

1 May 2024 15:12:56 PM
Page 1 of 1

To:
Supplier Name: Ashland Fire Dept
Supplier Address: 215 6th Street East

Ashland WI, 54806-3201
USA

Reference Information
Pay Cycle: DLYACH
Pay Cycle Seq Number: 2316
Supplier Number: 0000071743

Payment Information

Payment Reference: 0001012088
Payment Date: 05/02/2024
Payment Method: Automated Clearing House

Bank ID	Bank Name	Branch ID	Branch Name
	BMO Harris		

Bank To Information:
Bank To Account: *****044

QUESTIONS? Contact wivendors@wi.gov or 608-264-6600 with ref# and amt

AP Unit	Voucher ID	Invoice Number	Invoice Date	Gross Amount	Discount Amount	Paid Amt
DNR	00725466	CF FFP-24S-012	04/29/2024	1,377.54	0.00	1,377.54
Ashland Fire Dept. FFP Grant #FFP-24S-012 Attn: Lt. Baker						
Total:				1,377.54	0.00	1,377.54 USD

SUBJECT: Approve to Accept Great Lakes Restoration Initiative Funding from the Wisconsin Department of Natural Resources for the Riparian Corridor Restoration of Bay City Creek (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee
City Administration

EXHIBITS:

1.	Agreement between the Wisconsin Department of Natural Resources and City of Ashland
2.	Resolution No. 17767 - approved Feb. 13, 2024

EXPENDITURES REQUIRED:

Storm Sewer Survey Data Collection	October 2023 - August 2024		\$ 75,000
Engineering Planning and Design GI Infrastructure	September - December 2024	January - February 2025	\$ 75,000
Implementation of GI infrastructures at the snow dump site		March 2025 - December 2025	\$150,000
Implementation of Habitat Restoration Plan		January 2025 - September 2026	\$200,000
		TOTAL	\$500,000

AMOUNT BUDGETED: \$0

APPROPRIATION \$0
REQUIRED:

TREASURER'S NA
CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Bay City Creek Riparian Corridor Restoration project will focus on Green Infrastructure: Design and Implementation. The project includes restoring the Bay City Creek corridor, which flows through the City of Ashland and is within the Fish Creek Watershed. The City will competitively bid and contract out this project as four separate tasks that include storm sewer survey and data collection, engineering planning and design of green infrastructure, implementation of green infrastructure at the City of Ashland snow dump site located on the shoreline of Bay City Creek, and implementation of the habitat and restoration plan. The types of green infrastructure and best management practices for this area will be determined by the initial survey work and data collection. The City estimates this project will capture and treat 7.5 million gallons of storm water and restore four miles and 60 acres of the Bay City Creek riparian corridor.

Project Deliverables:

Task 1: Survey City Storm Water System - map the City's storm sewer system showing inlets and outfalls, locations that need repair or upgrade

Task 3: Engineering, Planning, and Design of Green Storm Water Infrastructure - proposed BMP's for treating storm water that enters/leaves the storm sewer system; estimates of cost to install BMP's; suggestions to incorporate Green Infrastructure into the storm sewer system; photos of completed project(s); estimates of pollutant reductions from project

Task 4; Implementation of Green Storm Water Infrastructure at the Snow Dump Site - Concept and engineering design of BMP(s) for snow dump site; photos of completed project(s); estimates of pollutant reductions from project

Task 5; Habitat Modification and Restoration of Bay City Creek - project design of BMP's; photos of completed project(s); estimates of pollutant reductions from project

This project is a planned sub-award to the City of Ashland and part of the larger project, the Fish Creek Nine Key Element Plan. Regional partners and the Wisconsin Lake Superior Collaborative Steering Team have also identified the Fish Creek Nine Key Element Plan as a priority. Local partners met on December 20, 2022, to discuss a vision for the mouth of this watershed, and at that meeting, it was determined that a plan was needed for it. On January 14, 2023, partners reconvened to talk about sediment reduction efforts in the Fish Creek Watershed. It was determined at that meeting that it was important to continue project implementation in this watershed while improving the metrics for restoration success and developing a list of priority upland and in-stream restoration sites. Both meetings ranged in attendance from 30 to 40 participants from numerous agencies and organizations. This project also involves local landowners within the watershed by implementing practices on private land. The regional community will also play an important role in the planning components of this project and outreach of the implementation. The Mashkiiziibii Tribe, Red Cliff Tribe, and GLIFWC have been included in the discussion regarding the nine-key element planning efforts for this watershed. They will be

included in the partnership team as this project moves forward.

Historically, the mouth of Fish Creek was known as a gathering place for many due to the abundance of fish in this area (Fish Creek Watershed Restoration and Management Plan, 2011). Similarly, the development and implementation of this plan will include gathering many perspectives so that we can work towards restoring this watershed, including the engagement of the Chequamegon Bay (Fish Creek) communities.

Currently, in the City of Ashland, Maslowski Beach, Bay City Creek, Kreher Park Beach, and Bay View Beach are all listed on the WI DNR impaired waters list. Sediment loads from the watershed into Chequamegon Bay are high. Blue-green algae blooms occurred in 2012 and 2018 along the south shore of Lake Superior, stretching between Superior, Wisconsin and the Apostle Islands region. Still, blooms have not yet occurred in Chequamegon Bay. The Burke Center has documented over the last five years (2017-2022) that Chequamegon Bay has relatively warm summer water temperatures and receives high phosphorus loading. These conditions suggest that the Bay may be particularly vulnerable to algal blooms, which could impact the City of Ashland's drinking water supply and limit the recreational use of beaches.

**AGREEMENT BETWEEN THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND CITY OF ASHLAND**

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the City of Ashland (Grantee) for the purpose of Riparian Corridor Restoration of Bay City Creek.

FOR AND IN CONSIDERATION of the terms and conditions contained in this grant agreement, the above-named parties agree:

1. PERIOD OF AGREEMENT: This grant agreement shall commence on October 1, 2023 and continue until September 30, 2026, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. ENTIRE GRANT AGREEMENT; AMENDMENTS: This grant agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this grant agreement are hereby superseded. Any agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Grantee agrees to perform the following services to the satisfaction of the Department as described in the attached Scope of Work.

6. AGENCY CONTACTS: All communications regarding this grant agreement will be made through the designated agency contacts. The designated contacts are:

Grantee - Sara Hudson, Director of Parks and Recreation
City of Ashland
601 Main St W, Ashland WI 54806
(715) 685-1644
shudson@coawi.org

Department - Ruth King, Nonpoint Source Coordinator
810 W Maple St., Spooner, WI 54801
(715) 416-0266
Ruth.King@wisconsin.gov

7. TERMINATION:

- A. This grant agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Grantee to fulfill its obligation under this grant agreement, provided, that the Department shall give the Grantee not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this grant agreement shall be made. Any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Grantee's default. The equitable adjustment for any termination shall provide for payment to the Grantee for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Grantee relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Grantee shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Grantee in performing this grant agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Grantee is liable for any excess costs for such similar work or services.

E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.

8. PAYMENT: The Department agrees to reimburse the Grantee up to a total of \$500,000 for the costs identified in the attached Scope of Work. Grantee is eligible for expenses incurred starting October 1, 2023.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to:

Ruth King, Nonpoint Source Coordinator
810 W Maple St., Spooner, WI 54801
(715) 416-0266
Ruth.King@wisconsin.gov

Final invoices must be submitted within 30 days after the end of the grant agreement.

9. RECORDS; ACCESS: The Grantee shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department, the U.S. Environmental Protection Agency, their agents and their duly-authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Grantee agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in

connection with this grant agreement or omissions of Grantee's employees, agents or representatives.

12. INSURANCE: The Grantee performing services for the State of Wisconsin shall:
 - a) Maintain worker's compensation insurance for all employees engaged in the work.
 - b) Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - c) Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement/contract.
 - d) The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount of fifty thousand dollars (\$50,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement's commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the U. S. Environmental Protection Agency, CFDA #66.469. This procurement will be subject to

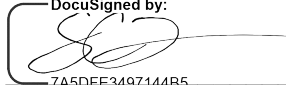
regulations contained in 2 CFR 200. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement.

16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this grant agreement.
17. ANTITRUST ASSIGNMENT: The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this grant agreement.
18. TAX DELINQUENCY: Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
19. ADDENDUM: Additional conditions are attached as Exhibits A and B, as part of the federal Grant Agreement No., GL-00E03593 funding this award. It is the responsibility of the grantee to determine which, if any, of the Federal Administrative Conditions in Exhibits A and B may be relevant to the grant agreement or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this grant agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 4/22/2024 | 2:10 PM CDT

DocuSigned by:

By 7A5DDE349Z144B5...
Steven Little, Deputy Secretary

CITY OF ASHLAND

Date _____

By _____
Sara Hudson, Director of Parks & Recreation

Final – February 29, 2024

Scope of Work Wisconsin DNR

Project Title: Fish Creek Watershed 9 Key Element Watershed Plan Development & Implementation of Sediment & Nutrient Reduction Projects

AOC(s): NA

Project Applicant:

City of Ashland –
Sara Hudson, Director of Parks and Recreation,
715-685-1644
shudson@coawi.org

WDNR Project Manager:

Ruth King, Water Resources Mgmt Spec-Sen
715-416-0266
Ruth.king@wisconsin.gov

Project Location:

Bay City Creek, City of Ashland, Ashland County, Wisconsin 54806

Project Background/Rationale:

Currently in the City of Ashland, Maslowski Beach, Bay City Creek, Kreher Park Beach, and Bay View Beach are all on the impaired waters list. Sediment loads from the watershed into Chequamegon Bay are high. Blue-green algae blooms occurred in 2012 and 2018 along the south shore of Lake Superior, stretching between Superior, Wis., and the Apostle Islands region. Still, blooms have not yet occurred in Chequamegon Bay. The Burke Center has documented over the last five years (2017-2022) that Chequamegon Bay has relatively warm summer water temperatures and receives high phosphorus loading. These conditions suggest that the bay may be particularly vulnerable to algal blooms, which could impact the City of Ashland's drinking water supply and limit the recreational use of beaches.

Proposed Work:

Bay City Creek Riparian Corridor Restoration focusing on Green Infrastructure: Design and Implementation - This project includes restoring the Bay City Creek corridor, which flows through the City of Ashland in Ashland County, Wisconsin, and is also within the Fish Creek Watershed. The City of Ashland is located within the Fish Creek Watershed but in the Ashland County portion of the watershed. The City will competitively bid and contract out this project as four separate tasks that include: storm sewer survey and data collection, engineering planning and design of green

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infrastructure, implementation of green infrastructure at the City of Ashland snow dump site located on the shoreline of Bay City Creek, and implementation of the habitat and restoration plan. The types of green infrastructure and best management practices for this area will be determined by the initial survey work and data collection. The City estimates this project will capture and treat 7.5 million gallons of stormwater and restore 4 miles and 60 acres of the Bay City Creek riparian corridor.

Climate Resiliency:

The Nine Key Element Watershed plan for Fish Creek Watershed will directly address and include the importance of climate resiliency. These plans provide a framework for action and an implementation plan for regional partners to use and reference when applying for grants. The plan will identify causes and sources of pollution and utilize climate predictions to forecast future impacts, identify critical areas in the watershed for management practices and climate protection projects, set an overall implementation schedule, include interim milestones to track plan implementation, and will have a monitoring component for ten years.

This region was hit hard with severe rainfall events and flooding in 2018. Total damages tipped just over \$13 million, and the communities are still recovering five years later. Predictions show that frequent, severe storms are expected to continue or increase. This project incorporates a watershed-wide (headwaters to coast) planning effort for a watershed located directly on Lake Superior. The implementation components of this project will include climate resiliency by implementing more projects that reflect that retain more water on the landscape, reduce ongoing erosion issues in priority locations, and ensure consistency with the.

For years, the City of Ashland has issues with flooding and infrastructure damage during large storm events and large spring snow melt occurrences. Untreated stormwater runs directly into Bay City Creek and Lake Superior's Chequamegon Bay, delivering pollutants. This project addresses this issue by surveying the stormwater system and implementing much-needed green infrastructure to slow the flow. It offers natural methods to retain and filter water before it drains into Lake Superior.

Collaboration with Partners:

This project is a planned sub-award to the City of Ashland. Regional partners and the Wisconsin Lake Superior Collaborative Steering Team have also identified the Fish Creek Nine Key Element Plan as a priority. Local partners met on December 20, 2022, to discuss a vision for the mouth of this watershed, and at that meeting, it was determined that a plan was needed for it. On January 14, 2023, partners reconvened to talk about the sediment reduction efforts in the Fish Creek Watershed. It was determined at that meeting that it was important to continue project implementation in this watershed while improving the metrics for restoration success and developing a list of priority upland and in-stream restoration sites. Both meetings ranged in attendance from 30-40 participants from numerous agencies and organizations. This project also involves local landowners within the watershed by implementing practices on private land. The regional community will also play an important role in the planning components of this project and outreach of the implementation. The Mashkiiziibii Tribe, Red Cliff Tribe, and GLIFWC have been included in the discussion regarding the nine-key element planning efforts for this watershed. They will be included on the partnership team as this project moves forward. Historically, the mouth of Fish Creek was known as a gathering

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place for many due to the abundance of fish in this area (Fish Creek Watershed Restoration and Management Plan, 2011). Similarly, the development and implementation of this plan will include gathering many so we can work towards restoring this watershed, including the engagement of the Bay area (Fish Creek) communities.

Environmental Justice Considerations:

This project will serve vulnerable, under-resourced communities in the Fish Creek Watershed and surrounding Chequamegon Bay communities. This region was hit hard with severe flooding in 2018. Total damages tipped just over \$13 million, and the communities are still recovering four years later. Continued frequent, severe storms are expected to occur.

Numerous partnerships and planning efforts have been made in the Fish Creek Watershed. This effort will be no different and include the participation and direct involvement with multiple user groups and communities impacted by the watershed. The Mashkiiziibii Tribe, Red Cliff Tribe, and GLIFWC will be included on the partnership team to develop this plan and were already included in the December 2022 and January 2023 meetings.

Timetable:

Project duration: October 1, 2023, through September 30, 2026

Task 1: Survey City Stormwater System

Request for Proposal	Spring 2024
Retain Consultant	Spring 2024
Survey City Storm Water System	April – August 2024

Task 2: Engineering, Planning, and Design of Green Storm Water Infrastructure

Data Analysis (Mapping)	September – October 2024
GI Concept Plans	November – December 2024
GI Design	December 2024 – January 2025
Final Engineering Plans	February 2025

Task 3: Implementation of Green Storm Water Infrastructure at Snow Dump Site

Advertise for Bids for Construction	March – April 2025
Retain and Qualified Contractor	May 2025
Mobilization and Construction	June 2025 – October 2025
Close Out Project	December 2025

Task 4: Habitat Modification and Restoration

Advertise for Bid	January – February 2025
Retention of Contractor	March 2025
Being Restoration Work	May – September 2025, May-August 2026
Project Closeout	September 2026

Tasks and Deliverables

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The following is a list of tasks that must be completed for the project and the deliverables associated with each task to meet the estimated project results in the table below. All work products must be approved by DNR and will be retained as property of DNR. All work deliverables should be submitted to the DNR Project Manager. Any reports, fliers, and outreach materials developed as part of these grant funds need to acknowledge the funding source, i.e., EPA GLRI logo (<http://epa.gov/glnpo/glri/logo/index.html>) and WDNR logo. Photo documentation of events, meetings, kiosks, etc., should be included in the final reports. Digital copies of the photos as .jpeg files should also be included for use in other publications and outreach materials. Photo credits should be included.

Primary Measure of Progress	Estimated Project Results
3.1.1 Estimated pounds of phosphorus reductions from Green Infrastructure improvement to Ashland's storm sewer system	400-1200 lbs. of phosphorus per year
3.2.1. Estimated gallons (in millions) of untreated stormwater runoff captured or treated.	7.5 million gallons
3.2.2. Miles of Great Lakes shoreline and riparian corridors restored or protected	4 miles of shoreline and 60 acres of riparian corridor
3.3.1 Nutrient monitoring and assessment activities conducted	A final output of this project will be a 9-key element plan that identifies prioritized actions and projects for the next decade for this watershed.

Task 1: Prepare and submit Quality Assurance Documentation for approval.

Task 2: Survey City Storm Water System

Deliverables – map of the City's storm sewer system showing inlets and outfalls, locations that need repair or upgrade; locations of potential illicit discharges (if found); recommendations for Green Infrastructure BMP's and their potential locations.

Task 3: Engineering, Planning, and Design of Green Storm Water Infrastructure.

Deliverables – proposed BMP's for treating storm water that enters/leaves the storm sewer system; pollutant modeling that details proposed TSS and phosphorus reductions of proposed BMP's; preliminary design of proposed BMP's; estimates of cost to install BMP's; suggestions to incorporate Green Infrastructure into the storm sewer system.

Task 4: Implementation of Green Storm Water Infrastructure at the Snow Dump Site.

Deliverables – Concept and engineering design of BMP(s) for snow dump site; design of as-built if substantially different from the original design; photos of completed project(s); estimates of pollutant reductions from project.

Task 5: Habitat Modification and Restoration of Bay City Creek.

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Deliverables – Recommendations for stabilization projects and other BMP's that will reduce erosion and sediment delivery; project design of BMP's; photos of completed project(s); estimates of pollutant reductions from project.

Task 6: Prepare and submit quarterly grant reports, quarterly invoices, and a final report.

The City of Ashland will prepare and submit quarterly project reports to the WDNR project manager by January 15, April 15, July 15, and October 15 each year and Semi-Annual Project Reports by April 15 and October 15 each year. The City of Ashland will submit invoices quarterly as expenses are incurred and one Final Report at the end of the project period.

Deliverables:

- Quarterly Project Reports – one for each quarter from receipt of funding through project close out. For each reporting period the Quarterly Project Report will identify: amount expended, activities conducted, percent of overall project work completed, planned activities for the following quarter, identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) and how the issues were addressed.
- Semi-Annual Project Reports – will list the incremental and cumulative results achieved during the reporting period for the measures of progress listed above. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Semi-annual project reports will include a GIS Shapefile, or equivalent spatial information, showing the location of installed practices and a summary table of the installed practices.
- Final report - will summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for the measures of progress listed above using STEPL and/or WinSLAMM for the urban TSS reductions. The final report will include model database files including input-output data, and model reports. The final report shall also include analysis of the data, conclusions, and recommendations. As appropriate, the final report shall incorporate photo documentation of the project and environmental progress, illustrations, diagrams, charts, graphs, and maps to express the data and findings.

Final – February 29, 2024

Project Budget:

Budget Detail (As expended by Subaward recipient)	Year 1 October 2023 —December 2024	Year 2 January 2025— September 2026	Total Project Cost
Contractual			
• Storm Sewer Survey Data Collection	October 2023 - August 2024		\$75,000
• Engineering Planning and Design GI Infrastructure	September - December 2024	January - February 2025	\$75,000
• Implementation of GI infrastructures at the snow dump site		March 2025 - December 2025	\$150,000
• Implementation of Habitat Restoration Plan		January 2025 - September 2026	\$200,000
Total Direct			\$500,000
Total Project Costs			\$500,000

The City of Ashland will competitively bid and contract the work out across four separate tasks for this project.

Budget Detail:

Personnel: Funds will cover City staff time for project implementation. Travel expenses for City staff should be minimal as projects will be within the City limits.

The City of Ashland will competitively bid and contract the work out across four separate tasks for this project, including engineering design and actual construction which would include use of contractors' equipment. Funds will pay for materials used in stabilization such as erosion control materials, rock rip-rap, piping for any constructed ponds, culverts, or other supplies necessary to achieve the goals of the project.

References:

Numerous monitoring reports from USGS, WDNR, and Northland College:

- Fish Creek Watershed Restoration and Management Plan. 2011. Ashland County Land and Water Conservation Department.
- [City of Ashland Source Water Protection Plan. 2021.](#)
- Numerous monitoring reports from USGS, WDNR, and Northland College
- [Lake Superior Collaborative Action Plan. 2021.](#)
- [South Fish Creek Targeted Watershed Assessment: A Water Quality Report to Restore Wisconsin Watersheds 2020](#)
- [Chequamegon Bay Area Partnership: Strategic Priorities – Mapping a Path to the Future, 2013 report](#)

Final – February 29, 2024

- DNR August 27, 2021, email from Andrew Craig, Watershed Planning Coordinator: Preliminary analysis of existing Fish Creek Watershed Plans and how they may be used to meet EPA's 9 Key Elements criteria



DNR-Email-AndrewCr
aig-Aug272021-FishCr

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Fish Creek Watershed Research Leveraged to Support 9KEP and Implementation Projects

- Blodgett, D.L. 2009. Modeling flood flow reduction for bluff erosion mitigation using upland runoff attenuation on North Fish Creek, Bayfield County, WI: a best management practice implementation location prioritization. M.Sc. thesis, University of Wisconsin-Madison, Madison, WI.
- Bro, K.M. and T.W. Fratt 2011. Fish Creek Watershed Restoration and Management Plan. Ashland County Land and Water Conservation Department.
- Fitzpatrick, F.A., J.C. Knox, and H.E. Whitman. 1999. Effects of Historical Land-Cover Changes on Flooding and Sedimentation, North Fish Creek, Wisconsin. U.S. Geological Survey, Water-Resources Investigations Report 99-4083, Reston, VA.
- Lee, B.O., F.A. Fitzpatrick, and J.A. Hoopes. 2021. Effectiveness of submerged vanes for stabilizing streamside bluffs. Journal of Hydraulic Engineering. Vol. 147 (2).
[https://doi.org/10.1061/\(ASCE\)HY.1943-7900.0001834](https://doi.org/10.1061/(ASCE)HY.1943-7900.0001834)
- Lehr, R.A. and M.J. Hudson 2019. Identifying nutrient and sediment sources in Chequamegon Bay area tributaries. Final Project Report. Wisconsin Coastal Management Program Grant # AD169127-017.08.
- Peppler, M.C. 2006. Effects of magnitude and duration of large floods on channel morphology: a case study of North Fish Creek, Bayfield County, Wisconsin, 2000-2005. M.Sc. thesis, University of Wisconsin-Madison, Madison, WI.
- Rose, W.J., and D.J. Graczyk. 1996. Sediment transport, particle size, and loads in North Fish Creek in Bayfield County, Wisconsin, water years 1990-91. U.S. Geological Survey, Water-Resources Investigations Report 95-4222, Madison, WI.
- Storror, C. 2006. Field and laboratory investigation of submerged vane effects on channel morphology. M.Sc. report, University of Wisconsin-Madison, Madison, WI.
- Whitman, H.E. 2002. Demonstration of the effect of submerged vanes on bluff erosion and channel characteristics at North Fish Creek, Wisconsin. M.Sc. report, University of Wisconsin-Madison, Madison, WI.
- Whitman, H., J. Hoopes, D. Pogi, F. Fitzpatrick, and K. Walz. 2004. Demonstration and field evaluation of streambank stabilization with submerged vanes. ASCE Wetlands Engineering and River Restoration Conference 2001.

Exhibit A

Administrative Conditions**National Administrative Terms and Conditions****General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and reid.jeffrey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Davis.Stephannie@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): Davis.Stephannie@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Davis.Stephannie@epa.gov

Programmatic Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. Semi-annual progress reports: Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

#	Measure of Progress
3.2.1	Estimated gallons (in millions) of untreated stormwater runoff captured or treated.
3.2.2	Miles of Great Lakes shoreline and riparian corridors restored or protected.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,

(i) Date and amount of latest drawdown request; and

(j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR 200.339 Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include

subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, at least 30 days in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding

10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled “Foreign Travel”)

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE -

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0;](#)
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0;](#)
- [Quality Management Plan \(QMP\) Standard;](#)
- [Quality Assurance Project Plan \(QAPP\) Standard;](#) and

· and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

K. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

Exhibit B

Supplemental Conditions for Construction Projects using Federal Funds

For the purpose of this exhibit:

Non-Federal entities that enter into contracts with contractors are considered "Contracting Agencies"
Contracting agencies may be EPA grant recipients or subrecipients.

EPA defines construction in 40 CFR 33.103: Construction means erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.

B.1 Equal Employment Opportunity (41 CFR Part 60)

The Contractor/Contracting Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor/Contracting Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor/Contracting Agency so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor/Contracting Agency agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor/Contracting Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor/Contracting Agency agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor/Contracting Agency under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor/Contracting Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

B2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) and (29 CFR Part 5) and Contract and Work Hours Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor/Contracting Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, in excess of \$2,000 a provision for compliance with the Davis-Bacon Act. The Contractor/Contracting Agency must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor/Contracting Agency entity must report all suspected or reported violations to the Wisconsin Department of Natural Resources.

Contract Work Hours and Safety Standards Act. The Contractor/Contracting Agency shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR Part 5.5a or 29 CFR Part 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$29 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

In addition to these clauses, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1, contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

These records must be maintained and shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Wisconsin Department of Natural Resources and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

B3. The Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)

The Contractor/Contracting Agency hereby agrees that it will comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor/Contracting Agency must report all suspected or reported violations to the Federal awarding agency.

B4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

The Contractor/Contracting Agency hereby agrees that contracts and subgrants of amounts in excess of \$150,000 will comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B5. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor/Contracting Agency hereby agrees that contracts must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

B6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor/Contracting Agency hereby agrees that contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

B6. Contracting with small and minority business, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

The Contractor/Contracting Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B7. Domestic Preference (2 CFR 200.322)

As appropriate and to the extent consistent with law, the Contractor/Contracting Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B8. American Iron and Steel and Build America, Buy America

The Contractor/Contracting Agency agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Contractor/Contracting Agency understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless the Contractor/Contracting Agency has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or all of the contributing Agencies have otherwise advised the Contractor/Contracting Agency in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Contractor/Contracting Agency understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions. The Contractor/Contracting Agency must include a clause requiring compliance with BABA requirements in all construction contracts.

B9. Bipartisan Infrastructure Law Signage

The Contractor/Contracting Agency agrees to comply with all signage requirements as described in the Investing in America Signage Packet attached.

Investing in America Signage Packet

This packet is designed to help projects that are required to comply with the Investing in America Signage requirement design a compliant and customized sign.

The packet contains four elements:

- Investing in America Term and Condition
- White House Investing in America Signage Guidelines
- EPA Logo Guidance
- DNR Logo Guidance

Investing in America Signage Required Term and Condition

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.

The White House's Investing in America Signage Guidelines

The Investing in America Signage Guidelines details what is required on the signs and examples of compliant signs.

To download the Investing in America logo, go to <https://www.epa.gov/invest/investing-america-signage>. Scroll down to the Bipartisan Infrastructure Law Signs section.

INVESTING IN AMERICA

Investing In America Signage Guidelines

The Bipartisan Infrastructure Law

The CHIPS and Science Act

The Inflation Reduction Act

The American Rescue Plan



Guidelines for Logo Applications

The purpose of this document is to provide general guidelines for signs displayed at project sites for projects funded under the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), the CHIPS and Science Act, the Inflation Reduction Act, the American Rescue Plan, and other Federally-funded projects as appropriate. The first part of this document pertains to signs for Federally-funded projects that are not installed in the highway right-of-way. For highway signage guidance that is MUTCD compliant please see pages 13 and 14. For all other signs please start here. This document provides information about the Investing In America logo mark as well as how logos, marks and seals of states, cities, and counties can be incorporated into signage. Logos of contractors are not permitted on the signage. When logos are included in signage, the placement should conform to these brand guidelines.

Variations and Usage

There is one approved mark associated with the Investing In America logo. To preserve the integrity of the Investing In America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the ‘marks’ in any way weakens the power of the image and what it represents. Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.

Primary Logo Mark



Colors

The colors, graphics, and fonts used should conform to graphic standards.

COLOR	CMYK	RGB	HEX	PMS
 Blue	83, 48, 0, 48	22 / 68 / 132	#164484	PMS 7687 C
 Red	0, 100, 81, 0	255 / 0 / 49	#FF0031	PMS 185 C
 White	2, 2, 0, 3	242 / 244 / 248	#F2F4F8	Bright White

Logos



White background: logo in red and blue

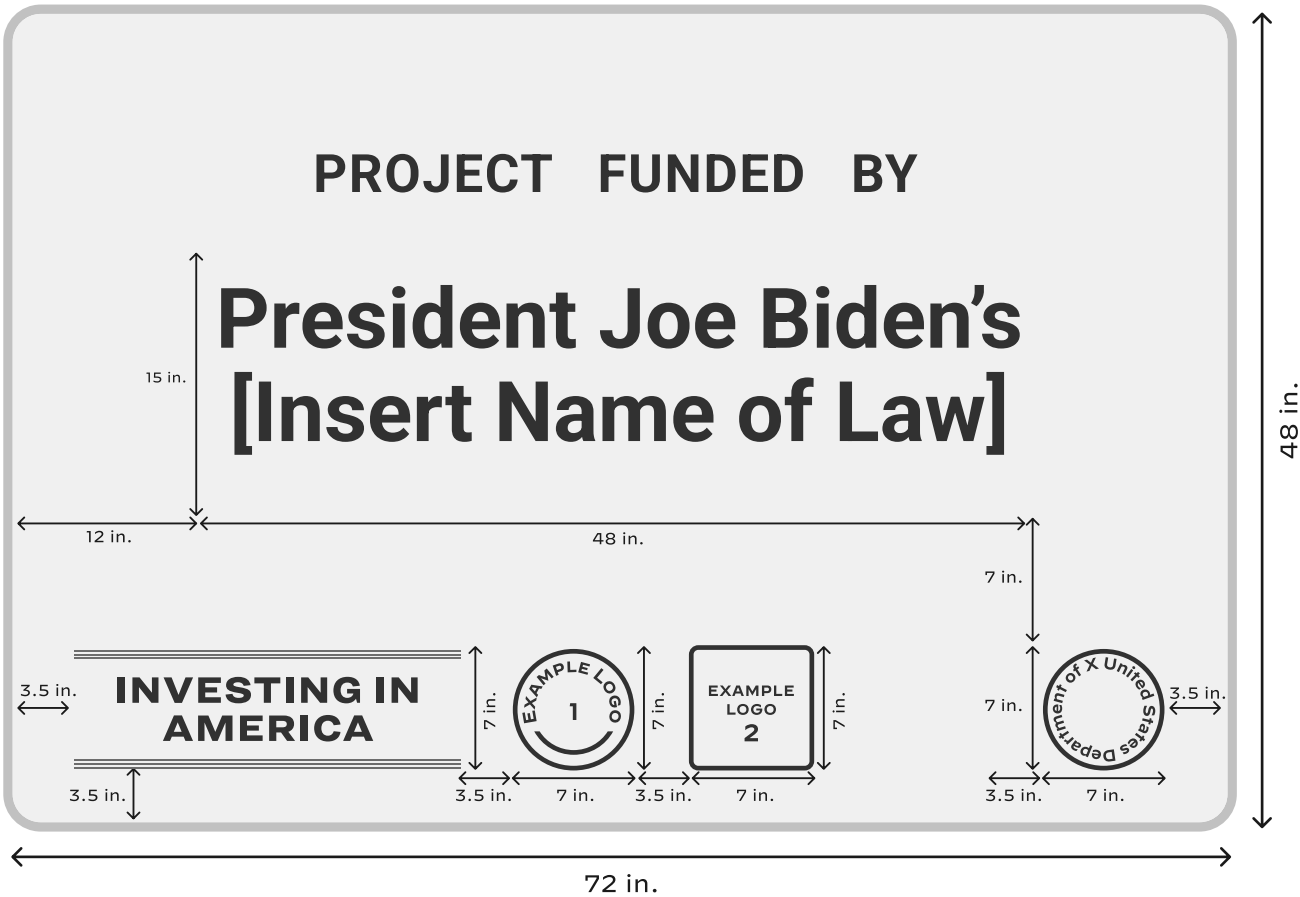


Gray background: logo in red and blue



Blue background: logo in all white

Investing In America General Guidelines for
Logo Applications



Sign Colors

1. The Bipartisan Infrastructure Law



White



Gray



Blue



Red Border

State, City, and County Logo Variations



Square or Circular State Logo: 7x7 in.



Rectangular or Oval State Logo: **not** to exceed 17.5 x 7 in.

3 Logo Samples



Circular City Logo 7 x 7 in. State rectangular logo should **not** exceed 17.5 x 7 in.



Rectangular State Logo: **not** to exceed 17.5 x 7 in.

2 Logo Samples

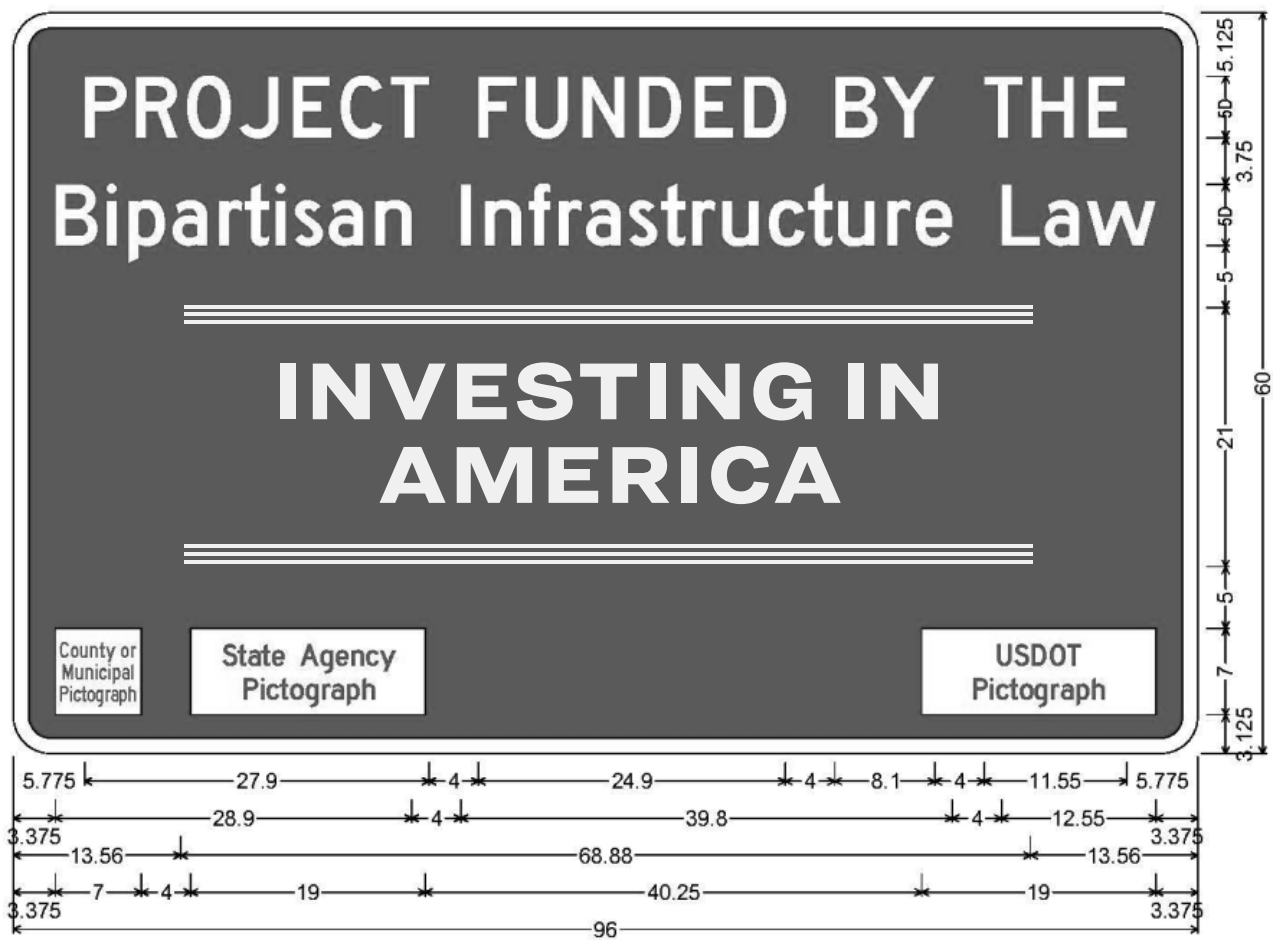


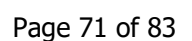
Circular State Logo: 7 x 7 in.



Rectangular State Logo: **not** to exceed 17.5 x 7 in.

Rules for Highway Right of Way Signage 8 Feet





EPA Logo Guidance

Go to <https://www.epa.gov/aboutepa/using-epa-seal-and-logo> to download EPA logos and find more guidance. When downloading the logos at the bottom of the page, it will prompt you for login information.

Username: epa

Password: graphics

As described on the next page, the EPA logo is the preferred identifier for signage purposes, in part because use of the EPA seal requires prior approval from the EPA. In the example signs above, the EPA logo would replace the U.S. Department of Transportation FTA logo.

COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monotone or full color, based on the rest of the seals that it's placed with.
- The relationship between the flower portion of the logo and Helvetica type should never be shifted or adjusted.

The EPA logo, featuring a stylized flower/leaf design and the letters "EPA".

The image displays six variations of the EPA logo, each with a large 'X' drawn over it to indicate trademark infringement. The logos include the standard EPA logo, the 'EPA My Program' logo, and several stylized or modified versions of the logo.

DNR Logo Guidance

Go to <https://widnr.widencollective.com/c/6shglmrX> to download DNR logos. Generally, the DNR Primary logo should be used on the sign.

LOGO

Primary Logo

The Primary logo consists of three green trees, blue sky and water, white clouds and lettering, a red W and black land and borders.



If monochrome printing is necessary, use one of the single -color versions. Use the all-black version over lighter backgrounds or the reverse all-white logo over dark backgrounds.



Alternate Applications



Social Media
Avatars

Website and GovDelivery



Small Web
Applications



DNR Business
Cards



WISCONSIN
DEPARTMENT OF
NATURAL RESOURCES

Logo Colors



Rich Black
#030000
C=40 M=50 Y=60 K=100



Pantone 185 C
#EF3E42
C=0 M=91 Y=76 K=0



Pantone 305 C
#5CCA E8
C=56 M=0 Y=6 K=0



Pantone 347 C
#009A66
C=100 M=00 Y=76 K=9

Logo Guidelines



Do not use
shadows,
strokes or
effects.



Do not stretch,
skew or rotate
the logo.



Do Not Recolor
the logo



Do not alter
the size, font
or, relationship
of the text.

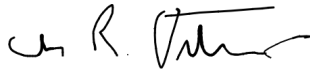


Do not use the
circular logo
in one color.

RESOLUTION No. 17767

**STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES GRANT
PROJECT RESOLUTION**

PASSED: February 13, 2024



Councilperson

ATTEST:



Denise Oliphant, City Clerk



Mathew MacKenzie, Mayor

APPROVED AS TO FORM:



Tyler W. Wickman, City Attorney

WI DNR Resolution Attached

Instructions: Each applicant must submit to the Wisconsin Department of Natural Resources (DNR) an *Authorizing Resolution* that is approved by the governing body of the organization and indicates which officers or employees of the organization are authorized to do the following:

1. Sign and submit the grant application
2. Sign the Agreement/Contract between applicant and the DNR
3. Submit required reports to the DNR to satisfy the Agreement/Contract (See Agreement/Contract for Requirement, if any)
4. Submit reimbursement request(s) to the DNR
5. Sign and submit other required documentation that maybe required for your specific project.

We strongly recommend that the applicant indicates the authorized person(s) by the title of position in the Authorizing Resolution, rather than by the name of the employee or officer. Employees have been known to retire or change jobs in the middle of a project, and, were this to happen, your resolution would be ineffective if it only lists the employee by name. If your organization requires that a person be named in an Authorizing Resolution, then the resolution should also include the title of position and contact information for the named individual.

Note: If applicant is required to submit a draft "intergovernmental agreement (IGA)" along with your agreement, an Authorizing Resolution is not a substitute for an IGA.

STANDARD AUTHORIZING RESOLUTION

WHEREAS, (*applicant*) CITY OF ASHLAND, WISCONSIN is interested in obtaining a cost-share grant from the Wisconsin Department of Natural Resources (DNR) for the purpose of _____ (as described in the application);

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

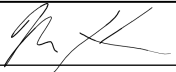
WHEREAS, an Agreement/Contract is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, that (*applicant*) City of Ashland, Ashland County, Wisconsin will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorizes and empowers the following officials or employees to submit the following documents to the DNR for financial assistance that may be available:

Task	Title of Authorized Representative	Email address and phone number if alternative is used
Sign and submit application		/
Enter into an Agreement/Contract with the DNR		/
Submit required reports to the DNR to satisfy the Agreement/Contract, as appropriate		/
Submit reimbursement request(s) to the DNR per the Agreement/Contract		/
Sign and submit other documentation as necessary to complete the project per the Agreement/Contract		/

BE IT FURTHER RESOLVED that respondent will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share Agreement/Contract.

I hereby certify that the foregoing resolution was duly adopted by the Ashland Common Council at a legal meeting held on this 13th ☒ day of February ☒ , 2024 ☒.

Authorized Signature  Date 02 / 14 / 2024

Title Mayor, City of Ashland

NOTE: The Authorized Signature and the Representative should not be the same person, unless minutes of the meeting where the resolution was adopted are attached.

SUBJECT: Approve an Ordinance to Amend Chapter 925 (1443) Cigarettes and Tobacco Products, Ashland City Ordinances, to Include Regulations for Vaping Products (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Approved Unanimously by Committee of the Whole, April 16, 2024

EXHIBITS:

1.	Proposed Ordinance 2024-2001
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EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The passing of Wisconsin Act 73 resulted in several changes to both alcohol and tobacco regulations to now address vaping products. Among those changes, Act 73 requires retailers that sell electronic vaping devices to obtain a retail license from the municipality, creates minimum standards for persons to hold a retail license, and implements new application forms.

Chapter 925 (1443) regulates the licensing of tobacco and cigarettes. Reference to vaping and vaping product verbage simply needs to be added to this chapter to correlate with WI State Statutes, including adding "vaping" to the title of the ordinance.

Making these changes will maintain the City's compliance with the Statute Statutes.

Sequential Ordinance No. 2024-2001

ORDINANCE TO AMEND CHAPTER 925 (1443) CIGARETTES, TOBACCO, AND VAPING PRODUCTS, ASHLAND CITY ORDINANCES

An Ordinance adopted by the Common Council for the City of Ashland at a regular meeting of March 26, 2024 for the purpose of amending Chapter 925 (1443) Cigarettes, Tobacco, and Vaping Products, Ashland City Ordinances.

Section I

925.02 License Required. *shall be amended to read as follows:*

No person may sell, expose for sale, or possess with intent to sell, any cigarettes, tobacco products, and/or vaping products in the City of Ashland without first obtaining a license from the City of Ashland.

Section II:

925.03 License Period/Annual License Fee. *shall be amended to read as follows:*

The annual fee for a license to sell any cigarettes, tobacco products, and/or vaping products in the City of Ashland shall be charged in accordance with the City of Ashland Comprehensive Fee Schedule. All licenses will be issued for the fiscal year beginning July 1 and ending June 30 of each year.

Section III

Effective Date. *This ordinance shall take effect upon passage and publication.*

PASSED: May 14, 2024

PUBLISHED: May 21, 2024

ATTEST:

Councilperson

Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Consider a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Safe Drinking Water Loan Program for SFY2026 STH 13/Ellis Avenue Watermain Replacement Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1.	Proposed Resolution No. 17780
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EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** NA

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

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

SUMMARY STATEMENT:

The Ellis Avenue Watermain Replacement Project consists of the replacement of existing watermain infrastructure along Ellis Avenue in coordination with the Wisconsin Department of Transportation (WI DOT) project for pavement replacement on Ellis Avenue from US Highway 2 to the City Limits. Ellis Avenue is also known as State Highway 13.

The City has existing utilities throughout Ellis Avenue and the project offers a cost-effective opportunity for replacement in order to ensure reliability of service and avoid future emergency repairs of the highway as a result of watermain breaks. Watermains along Ellis Avenue have a history of breaks that are expensive to repair due to highway restoration requirements. In addition, an estimated 37 lead service laterals (LSL) require replacement, some with lead on the public side, some with lead on the private side and some with lead on both sides.

At the January 20, 2020 meeting, the Council approved a State Municipal Agreement (SMA) for the State Highway 13 Pavement Replacement Project. At the June 30, 2020 and October 24, 2023 meetings, the Council approved revisions to the SMA. In the WI DOT project process, it is typical for an SMA to be executed early on to allow for long term project planning and revised as the scope of the project is better developed.

At the June 28, 2022 meeting, the Council approved an agreement with Short Elliot Hendrickson (SEH), for engineering design and grant administration services for Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan Program (SDWLP) funding.

The City is providing funding for watermain replacement along Ellis Avenue through the WI DNR SDWLP.

Council is asked to adopt the attached resolution to ensure that it will be possible to reimburse municipal funds from the future SDWLP funding to support construction activities necessary for the Ellis Avenue watermain replacement.

Similar funding for LSL replacement is planned and Council will be asked to approve a similar resolution once plans are more fully developed.

RESOLUTION No. 17780

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM FOR SFY2025 ORE DOCK ACCESS ROAD PROJECT

WHEREAS, the City of Ashland, Wisconsin intends to file an application for state financial assistance for water main replacements/ system improvements WDNR project number _____ (referred to as the “Project”), under the Wisconsin Safe Drinking Water Loan Program; and

WHEREAS, the City of Ashland expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to May 2024, the City of Ashland City Council may need to provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City of Ashland to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

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

Section 1) Expenditure of Funds. The City of Ashland City Council shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Ashland City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of \$1,000,000 for the water main replacements/system improvements.

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk’s office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this 14th day of May, 2024

City of Ashland, Ashland County, Wisconsin

ATTEST:

Councilperson

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney