Ashland City Council Meeting
Tuesday, February 11, 2025 – 6:00 PM
601 Main Street W. Ashland WI 54806

Take notice that the City of Ashland Common Council will meet at 6:00 PM in the City Hall Council Chambers, 601 Main Street W. Ashland, WI to consider and act upon the following agenda.

To attend virtually, 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, February 11, 2025 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. **January 28, 2025 City Council and Committee of the Whole Meeting Minutes**

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. **Announcements**
B. **Appointments**

6. CONSENT AGENDA (Voice)

A. **Approve the Homeless Encampment Clean-Up Policy** *(Administration)*
B. **Miscellaneous Minutes**
C. **Property Maintenance Report**
D. **Building Permit Report**

7. OLD BUSINESS

A. **Approve a Resolution for Outdoor Recreation Grant Applications** *(Parks)* Roll

B. **Approve an Animal Care Agreement between the Chequamegon Humane Association (CHA) and Ashland County, the Ashland Police Department, and Bayfield County for Animal Control** *(Police Department)* Roll

8. NEW BUSINESS

A. **Consideration to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Procurement of Goods and Services, Ashland City Ordinances, and Approve the Purchase of Replacement Water Filtration Modules** (*Public Works)* Roll

9. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

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, January 28, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, January 28, 2025 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:02 p.m.

A. **Roll Call, Moment of Silence and Pledge of Allegiance**
PRESENT: Kevin Seefeldt, Sarah Jackson, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Sztyndor

ABSENT: Ana Tochterman (Excused)

ALSO PRESENT: Mayor Matthew Mac Kenzie, 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, Police Chief Willis Hagstrom, Library Director Sarah Adams, Airport Manager Derek Hall, and other interested citizens.

2. APPROVAL OF AGENDA

Mac Kenzie requested that Item 7A be removed from the agenda. A motion to approve the amended agenda made by Seefeldt and seconded by Ortman, passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **January 14, 2025 City Council and Committee of the Whole Meeting Minutes**
A motion to approve the minutes made by Goyke and seconded by Seefeldt, passed unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens who requested to address the Council at this time.

5. MAYOR'S REPORT

A. **Announcements**

Mac Kenzie reminded all of the upcoming Book Across the Bay and Winter Festival events on February 14 & 15, 2025. Volunteers are encouraged to sign up. The temporary location of the Vaughn library is now open at the Beaser Avenue Professional Building. JFK Airport was able to provide fueling and support to the US Coast Guard during a recent search and rescue mission over Lake Superior. The Mayor recently heard from a new resident of Ashland, relocating from Arkansas, and was offered their appreciation of all of the work being done in the city.

B. **Appointments**

A motion by Seefeldt, seconded by Sztyndor to reappoint Mary Jane Grande to the City of Ashland Housing Authority Board, passed unanimously by voice vote. Her term will extend into 2030.

C. **Establishing Finance and Communications Task Forces**

No action was taken on this item.

6. PUBLIC HEARING

A. **Public Hearing Regarding the Proposed Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid** (Roll)

A motion by Jackson and seconded by Goyke to move into Public Hearing, passed unanimously by roll call vote.
Lori Schmidt, 49625 State Highway 112/Town of Gingles, noted her concerns regarding several items in the list of potential projects including acquisition of land for reconstruction or expansion of the entrance and roadway, reconstruction or improvements to the terminal, conducting a new boundary survey, and expanding the hangar development area.

Seeing no other comments, a motion by Ortman and seconded by Seefeldt to close the Public Hearing, passed unanimously by voice vote.

7. OLD BUSINESS

A. **Approve a Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid for JFK Memorial Airport** *(Airport)* Roll

This item was removed from the agenda pending appearing on a future Plan Commission agenda before being approved by Council.

B. **Approval to Purchase of New Snow Plow Truck** *(Public Works)* Roll

A motion by Seefeldt, seconded by Ortman to allow the purchase for $282,45 via the 2026 budget, passed unanimously by roll call vote.

C. **Consideration of the Annual Resolution to Observe World Migratory Bird Day in Ashland, Wisconsin, on Saturday, May 24, 2025, as Part of the Chequamegon Birding and Nature Festival** *(Parks)* Roll

A motion by Ortman and seconded by Seefeldt to approve the resolution, passed unanimously by roll call vote. **File #17810**

8. NEW BUSINESS

A. **Consider a Request for Change of Agent for Kwik Trip #110, 1814 Lake Shore Drive West, Ashland, for the Class A Fermented Malt Beverage and Cider, and the Cigarette, Tobacco and Vaping Devices Licenses, Applicant, Jeremy Miller** *(Clerk)* Voice

A motion by Ortman and second by Seefeldt to approve the request for change of agent, passed unanimously by voice vote.

B. **Consider Accepting a Bid and Award Contract to Howard Immel Inc. for Vaughn Library Renovation** *(Library)* Roll

A motion by Ortman and second by Seefeldt to accept the bid and award the contract to Howard Immel Inc for $5,832,905, passed unanimously by roll call vote.

C. **Consider to Accept a Retail Sales Agreement from AVI Systems Inc. for Audio-Visual Design and Installation within the Vaughn Library Renovation** *(Library)* Roll

A motion by Jackson and second by Seefeldt to approve the agreement for $141,162.92, passed unanimously by roll call vote.

D. **Consider an Ordinance to Amend Chapter 806 (201-1884) to Approve of a Planned Unit Development - General Development Plan (PUD-GDP) and Zone Change for a Self-Storage Use for Parcel No. 201-04943-0200, Zoned Planned Residential/Institutional (PRI). Applicant: Michael Hebert** *(Planning)* Roll

A motion by Seefeldt and second by Ortman to approve the ordinance, passed unanimously by roll call vote. **File #2025-2011**

E. **Consider a Resolution to Approve a Request to Purchase One Parcel of City-Owned Property at the Corner of 6th Street East and 10th Avenue East, Parcel No. 201-02065-0000, Zoned Single-Family Residential (R-1), Applicant: Timothy and Kathleen Retaskie** *(Planning)* Roll

A motion by Seefeldt and second by Ortman to approve the resolution, passed unanimously by roll call vote. **File #17811**

F. **Consider a Resolution to Issue a Conditional Use Permit (CUP) to Allow a Freestanding Sign in Excess of Seventy-Five (75) Square Feet in Area, at 521 Lake Shore Drive East, Parcel No. 201-01254-0000, Zoned Waterfront City Center (W-CC) with a Waterfront Overlay (W-O) and Gateway Overlay (GTWY-O), Applicant: Krist Oil Company** *(Planning)* Roll

A motion by Ortman and second by Seefeldt to approve the resolution, passed unanimously by roll call vote. **File #17812**

G. **Consider a Resolution to Issue for a Conditional Use Permit (CUP) to Allow a Vehicle Sales Use at 1318 Lake Shore Drive West, Parcel No. 201-00066-0000, Zoned City Center (CC) with a Gateway Overlay (GTWY-O) District, Applicant: Greta and Nicolas Blancarte on Behalf of Lake Superior Auto Sales, LLC.** *(Planning)* Roll

A motion by Ortman and second by Seefeldt to approve the resolution, passed unanimously by roll call vote. **File #17813**

9. CLOSED SESSION

A. **Pursuant to WI Stat. 19.85(1)(e): "Deliberating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session."** *(Administration - Potential Real Estate Purchase)* Roll

A motion by Goyke and second by Sztyndor to enter Closed Session, passed unanimously by roll call vote.

B. **Return to Open Session**

A motion by Ortman and second by Sztyndor to return to Open Session, passed unanimously by voice vote.

C. **Report of Action Taken during Closed Session**

No action was taken by Council during Closed Session.

10. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES

COMMITTEE OF THE WHOLE MEETING
Tuesday, January 28, 2025 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, January 28, 2025 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:02 PM.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Sarah Jackson, Andy Goyke, Jim Gregoire, Charlie Ortman, Nancy Sztyndor.
ABSENT: Ana Tochterman (excused)
ALSO PRESENT: Mayor Matt Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Police Chief Bill Hagstrom, Parks Director Sara Hudson, Public Works Director John Butler, and other interested citizens.

2. **Approval of Agenda**

A motion to approve the agenda was made by Seefeldt, seconded by Jackson, and approved unanimously by voice vote.

3. **Council President's Report**

Ortman encouraged all to enjoy the mildly warm winter weather.

4. **Administrator's Report**

A. **Review and Discussion of the Homeless Encampment Clean-Up Policy**

Kucera handed out the Policy for Council to review and discuss.

5. **DISCUSSION ITEMS**

A. **Presentation by Alex Faber, Superior Rivers Watershed Association, about Plant Relatives and Communities Healing Fish Creek Slough – A Community Led Approach to Restoration**

Hudson introduced Alex Faber of the Superior Rivers Watershed Association who gave a presentation and answered questions from Council.

B. **Discussion and Possible Action Regarding a Resolution for Outdoor Recreation Grant Applications *(Parks)***

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

C. **Discussion and Possible Action Regarding an Agreement between the Chequamegon Humane Association and the Ashland Police Department for Animal Control *(Police Department)***

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

D. **Continued Discussion and Possible Action on Changes to Special Assessment Policy for 2025 Capital Projects *(Public Works)***

Butler introduced the item and answered questions from Council. A motion to approve a special assessment rate of 8% of a total project cost and forward the item to the Council for formal approval, was made by Gregoire and seconded by Seefeldt, and passed unanimously by voice vote.

6. **Adjournment**

A motion by Goyke, seconded by Jackson to adjourn, passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2024-035 **COUNCIL AGENDA: 5.B. (2/11/2025)**

SUBJECT: **Appointments**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS:
1. L Garrington - Volunteer form (redacted)
2. A Tapsieva - Volunteer Form (redacted)

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor requests approval for the appointment of the following:

<u>Municipal Library Board</u>

Lynn Garrington, filling a vacancy/retirement, term to expire October 31, 2028

Ashland Beautification Council
Nikki Sitzmann, reappointment, term to expire February 15, 2028
Kay Saari, reappointment, term to expire February 15, 2028
Mary Zinnecker, reappointment, term to expire February 15, 2028
Susan Spangle, reappointment, term to expire February 15, 2028

Parks & Recreation Committee
Anastassia Tapsieva, filling vacancy, term to expire April 30, 2027

Denise Oliphant

From: noreply@civicplus.com
Sent: Thursday, January 16, 2025 4:50 PM
To: *Denise Oliphant; Chelsea List*
Subject: Online Form Submission #902 for Offer to Volunteer - Committee

Offer to Volunteer - Committee

OFFER TO VOLUNTEER - COMMITTEE

I would like to be considered a nominee for the following Committee(s):	Vaughn Library Board of Directors
Brief statement of education, work experience, or training	I worked at the Vaughn Library for 28 years as a Library Assistant, retiring in 2020. I graduated from Northwoods Technical College with an office degree. After retirement I continued to be active with the library as they proceeded with seeking the referendum for the remodel.
Biography	As an employee for the library I helped create and direct the Cruisin' the Corridor 10k/5k for over 20 years as a fundraiser or the library. I love to read and feel it is important to have a vibrant, active library in the City of Ashland. I would like to continue to foster my love of reading by helping to direct the future of the VPL.
References	Barb Bandarek [redacted] JoAnn Erickson [redacted] TJay Jones [redacted] Tracy Hoglund [redacted]
Name	Lynn Garrington
Email Address	[redacted]
Address	1216 11th Ave W
City	Ashland
State	WI
Zip Code	54806
Phone Number	[redacted]
Cell/Work Number	*Field not completed.*

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin
601 Main Street West — Ashland, WI 54806 — www.coawi.org

OFFER TO VOLUNTEER FORM

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

Parks and Rec

Write a brief statement of education and training:

See attachment.

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

See attachment.

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

Rachel Myslivy [redacted]

Isabel Ford [redacted]

Contact information: Anastassia (Ana) Tapsieva [redacted]
Name (Please print) Phone #

516 5th Ave E, Ashland, WI 54806
Address

[redacted] 01/28/25
Email Date

Write a brief statement on education and training:

I hold a BS and MS in Soil Science. My master's research focused on the ramifications of land application of sewage sludge on agricultural land. In the course of my studies, I have taken classes on soil physics and soil chemistry, microbiology, botany, wildlife ecology, and small watershed management. I am bilingual in English and Russian, and have a wide range of both white- and blue-collar work experience.

Biography:

I came to the United States as a 19-year-old to pursue a college degree. After completing the freshman year at a small liberal college in New Jersey, I decided to transfer to a bigger public school and, after careful consideration, chose UW-Madison. The choice proved fateful, as after I completed my BS and MS degrees, Wisconsin as a whole, and Madison in particular, felt like home, leading me to settle down there.

While exploring the state in my free time, I came to the Chequamegon Bay on a vacation trip and fell in love with our beautiful Great Lake and the spirited city of Ashland. Once my career trajectory enabled me to work remotely, moving up to live where my heart already was became a no-brainer. I moved up to Ashland in January 2023 and have been making steady moves to become firmly rooted in the community since then.

To be a better citizen and an active community member, I became:

- part of the organizing committee for the Chequamegon Bay Seed Fair for the second year in a row,
- a volunteer at the Chequamegon Humane Association Shelter Shop,
- a CHA foster,
- a Superior Watershed Rivers Association macroinvertebrate survey volunteer,
- a poll worker.

This summer, I will also be involved in running the Beaser Community Garden.

As the owner of two active dogs, I walk the streets and trails of Ashland daily. As an avid gardener, I sow, preserve, and restore natural beauty wherever possible, both through cultivating my garden and by sharing my knowledge, skills, and resources with friends, neighbors, and fellow community members.

I believe that my passion, experience, and skills make me well equipped to be a citizen volunteer on the Parks and Rec Committee.

Ref: 2025-036 | **COUNCIL AGENDA: 6.A. (2/11/2025)**

SUBJECT: **Approve the Homeless Encampment Clean-Up Policy** ***(Administration)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN:	Administrator
CLEARANCES:	Police Chief Public Works Director
EXHIBITS:	1. Homeless Encampment Clean-up Policy
EXPENDITURES REQUIRED:	NA
AMOUNT BUDGETED:	
APPROPRIATION REQUIRED:	NA
TREASURER'S CERTIFICATE:	NA

COMPLIANCE WITH CHAPTER 51: As reviewed by Committee of the Whole, January 28, 2025

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Administrator reviewed the Homeless Encampment Clean-Up Policy during the January 28, 2025 Committee of the Whole meeting, and explained the need for a systematic approach to clearing areas on public property which are affected.

Staff wish to put this policy in place with Council's approval.

Homeless Encampment Clean-up Policy

Purpose

Homeless encampments are becoming a more frequent issue in the community. Illegal camping has been observed on both public and private property, mainly on the city's waterfront, however there are many other areas of concern throughout the city.

Although this policy contemplates that encampments will be reported by a complainant, it is administration's expectation that city personnel are taking an active approach to identifying encampments throughout the community.

The Public Works Department is expected to perform the following: 1) weekly observation of areas known for high illegal camping activity and 2) bi-weekly observation of all city properties where camping could occur.

Procedure

1. Upon receiving a complaint about a homeless encampment the Department of Public Works will assess the location of the encampment to first determine if it is on public or private property. If on private property, the property owner shall be contacted before any action is taken.

2. If there are immediate health and safety concerns observed at the site, the Police Department and/or County Health Department should be contacted before proceeding to the next steps.

3. If the encampment is occupied, the Police Department shall accompany any Public Works staff tasked with site assessment and clean-up.

4. Once it is determined that the city can safely enter the site, it will be posted at least 24 hours in advance with the date and time of the clean-up. The pre-clean-up notice shall be posted on each tent/shelter and in a conspicuous location at the site and will include the following:

    a. The date the notice was posted,
    b. The date and approximate time range the encampment will be removed,
    c. Where the property will be stored,
    d. How long the property will be stored before disposal, and
    e. Contact information on how to reclaim property.

5. After the site is cleaned, notice will be posted in a conspicuous location at the site for at least five (5) calendar days and include the following:

    a. Date the property was removed,
    b. Where the property is stored,
    c. How long the property will be stored before disposal,
    d. Contact information on how to reclaim property, and
    e. Any local resources within the city and county to assist individuals.

6. Storage
    - Staff will collect and store personal belongings unless the items are clearly trash, damaged, contaminated or hazardous. If controlled substances and/or paraphernalia are discovered it will be reported to the Police Department.
    - All items that are not trash will be bagged with a label indicated when and where the items were collected.
    - Bagged items will be stored at the Prentice Park Maintenance shed.
    - Items will be stored for up to 30 calendar days. After 30 days items will be disposed of in a responsible, proper fashion.

7. Retrieval of Stored Belongings
    - Belongings may be recovered by calling County Dispatch at 715-373-6120 and a police officer will verify ownership of requested belongings.

AIRPORT COMMISSION MEETING MINUTES: **Thursday, November 21, 2024**

1. Roll Call

a. Commission Members: Lloyd Orensten, John Coffey, Carol Ortman, Blake Ellefson, Richard Huber

PRESENT: Orensten, Coffey, Ortman, Huber

ABSENT: Ellefson (Excused)

ALSO PRESENT: Derek Hall (Airport Manager)

2. Approval of Minutes

a. Approve September 26, 2024 Airport Commission Meeting Minutes

Motion to Approve: Huber
Second: Ortman
Vote: Passes Unanimously (voice)

3. Citizen Participation Period

No members of the public present

4. Commission Items

a. Discussion of Airport Lot Survey and Personal Property Tax

Hall updated the commission regarding the Master Lease Agreement. The County is expecting to approve the agreement at their next meeting.

Hall also updated the commission on research he has been doing, namely that doing a survey is not the recommended avenue based on other airports he spoke with. Hall said there is a way to assign a property number to the lots and existing hangars. The commission directed Hall to pursue the avenue of assigning numbers to the County Register of Deeds to get these hangars on the tax roll.

No vote taken.

b. Discussion of Lot Fee Increase for Upcoming Year

The commission stated they should sort out the tax issue before moving forward with lot fee increases for 2025.

No action taken.

c. Discussion of One-Year Lease Hangar Inspection

The single hangar should be inspected a year after which the commission thought would be in April or May.

5. Airport Manager's Report

Hall spoke with Bill Moore about compensation for being on-call for Hall while he may be away. Moore said he would bill the city for one hour per day if he received no call outs.

Hall reported that the International Plow Truck was in the shop for a differential seal that dried out and leaked. Randy Tody at the city garage also thought the new tractor was still leaking oil, and it was sent out to Lulich's for a repair. That leaves the airport with no plow other than the one-ton and the old tractor with a blower. Hall talked with John Butler (Ashland Public Works Director) and they would arrange for city trucks to plow the airport if snow is received and the plows are still not in service.

Hall stated that his father, Ralph Hall, filled out a volunteer form to help at the airport. Hall asked for the Commission's blessing for him to help out.

Hall is going to order 400 gallons of diesel fuel for the winter equipment as they are nearly out.

The budget was accepted by the City.

Hall lowered the LL fuel to $5.50 as the price has dropped over the last few months and ASX was on the higher end of regional airports.

Hall reported on the email outage in the city and the work he has been doing to catch up with that.

6. Approval of Bills

Bills amounting to $17,171.15. $17,000 relating to the fuel and odds and ends materials.
Motion to approve bills: Coffey
Second: Ortman
Vote: Passes Unanimously (voice)

7. Set Next Meeting Date

Next meeting set for January 23rd at 4:30 at the JFK Airport Terminal.

8. Adjournment

Motion to Adjourn: Ortman
Second: Coffey
Vote: Passes Unanimously (voice)

Find yourself next to the water.

ASHLAND
WISCONSIN

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

JOINT MEETING OF THE CITY OF ASHLAND'S
PARKS & RECREATION and SUSTAINABILITY COMMITTEES
THURSDAY NOVEMBER 21 6:00-7:00pm
CITY HALL COUNCIL CHAMBERS or VIRTUALLY
Microsoft Teams

Present: (Parks and Recreation Committee) - Mike Amman, David Ullman, Nancy Sztyndor, Lauren Martinson, Jen Weiler, Kevin Seefeldt, Axel Peterman (Community Garden Representative)
(Sustainability Committee) – Charlie Ortman, Amy Amman, Meghan Salmon-Tumas, Beth Gehred
Absent: (Parks and Recreation Committee) – Philomena Kebec
(Sustainability Committee) – Kelly Westlund

Others Present: Sara Hudson-*Parks and Recreation Director*, Steven Wiley-*Planning and Development Director*, Dan Homola-*Facilities Foreman,* Emily Soderberg-*Project Manager – MSA Professional Services* (attended virtually), JoAnn Erickson

I. Call to Order:
Parks and Recreation Committee Chair Mike Amman called the meeting to order at 6:00 pm.

a. Roll Call: Quorums were declared present for the Parks and Recreation and Sustainability Committees.
b. Agenda Modification: Chair Amman asked if anyone had any changes to the agenda. None were proposed.

II. Public Comment Period: There were no public comments.

IV. Business Items:

Discussion and Possible Action on the City of Ashland's Parks Master Plan

Hudson had Emily Soderberg from MSA Professional Services present the draft Parks Master Plan. Soderberg presented on the plan purpose, planning process, and the intent of creating a sustainable framework for managing Ashland's Parks and Recreation assets. Soderberg explained the kick-off and public engagement process behind the plan. *David Ullman arrived at 6:03 pm.* Soderberg explained that Chapter 2 of the plan was the data analysis and needs of the project. She and her team had looked at national data also to compare data points and see where our community is relative to others across country on Parks and Recreation amenities. The analysis included an assessment of parkland acreage per 1,000 residents. *Axel Peterman arrived at 6:04 pm.* Based on Ashland's 2024 WI Department of Administration population counts the analysis comes out to 32 acres of parkland per 1,000 residents here. That rate is much higher than the majority of jurisdictions similarly sized. Soderberg explained the standards from the National Parks and Recreation Association (NPRA) for minimum thresholds we should be going for. She presented a table to show the difference between Ashland's figures and what the standard from the NRPA is. Soderberg wanted to incorporate figures from the City's 2025 budget that will be released. Additional tables presented show where Ashland's staffing and budget compare to other jurisdictions. Ashland has 5.83 FTEs per 1,000 residents which is below similarly sized communities. Ashland relative to other communities nationally has less staff and generally fewer financial resources to maintain a larger park system relative to its population size.

Chapter 3 is the park by park inventory. Soderberg toured all parks with city staff earlier in the year. She showed pictures from her site visit. Chapter 4 of the plan summarizes community feedback. Soderberg explained results from the survey. The planning team received over 400 responses from the survey. Chapter 5 lays out goals and policies along with general maintenance recommendations. The maintenance guideline appears in the appendix of the plan draft. Chapter 6 dives into implementation. Some implementation strategies include a turf to prairie conversion strategy and Parkland decommissioning strategy where deemed appropriate. The City has an overabundance of park facilities relative to population size. The planning team analyzed whether any properties are underutilized and could be candidates. Soderberg showed the three facilities. The next steps are to finalize the plan document, present it to COW/Council, incorporate information to satisfy Comprehensive Outdoor Recreation Plan (CORP) requirements, and send the final plan back to the Parks and Recreation Committee and Council for adoption. Soderberg explained the requirements of the Parks Master Plan vs. the CORP. Soderberg finished her presentation and welcomed questions and concerns.

Sztyndor asked if we know what the financial savings would be to decommission the three parks? Hudson answered that we can find out based on mowing time.

Martinson asked about some of the ongoing costs for the ballfields. She is curious how decommissioning one ballfield plays into the costs but also the use that field is getting throughout the summer. Hudson stated that when talking about the CIP budget and maintenance it would potentially save us $100k. Northland has two fields available for public use but organizations do have to pay to use them. We currently have 11 fields so a lot for community our size.

Gehred stated that she has concerns about the plan. She recommends letting the problem be the solution. The public engagement was weak. A focus group with like-minded people isn't a focus group. What about children or teenagers? What about environmental service organizations? We have a different standard about parkland and open space pulling their weight economically. She does not think the solution is to take away parks that are well loved. Make parks more financially sustainable by putting an option in front of people. She is not impressed with some of the plan recommendations. She asked if Soderberg spent a day at the parks and asked the people that use them about them. She is not sure about the methodology used for the survey. We don't say that we should funnel money back into parks from tourism. Why don't we decommission some roads which cost us money here? The plan is not reflecting the will of the people but rather the will of the budget. She loves native plantings but there is not enough data to prove it will work. Hudson explained that she had gone to the 7th grade class and did some youth engagement during the process. She did the same activity we did for the public meeting. She had asked about the students' favorite things and least favorite things with the Parks and Recreation facilities. Hudson explained that for us to recoup costs on ball fields our little leagues wouldn't be able to afford the necessary fees. She stated that 20 years ago we probably had 20 public works and 20 parks people. Now we are probably at 12. Gehred stated that she was not seeing enough creativity and depth in the plan recommendations.

Seefeldt liked the report. It covers areas he wouldn't consider. He explained that he had minimal turnout for painting the fence at the west end park when they did a workday for this. Of the people that showed up, none use that park. This type of situation is not sustainable so he is not opposed to the plan recommendations.

Ortman is grateful we have created a plan. He was a native here. If there are no compelling reasons to keep a park he would advocate for a public hearing to discuss decommissioning. He sees the park by Tomlinson's getting used so is surprised to see that in there. He is not surprised on the West End one. He appreciates statistics but doesn't like using them to cut or expand the system. He likes that there is a plan here.

Chair Amman mentioned the City having additional acres of parkland. He asked Soderberg in terms of engagement if she thinks she will be able to do enough with the limited engagement that she could get. Soderberg answered that she supports additional engagement if we want that. She tried to identify the properties truly the least used. Soderberg will include all public comments in the appendix for the revised draft. Chair Amman stated that looking at Prentice and Bay City Creek they are half the acres of our overall total. Amman explained that 90 acres are mostly forested so be careful when throwing comparables. Soderberg stated that she could look just at developed parkland and could adjust the analysis. Hudson was going to have Soderberg do this as part of the CORP update.

Ullman provided a technical comment. The arts trail is treated as acres in the math but is linear. He explained that the maintenance on that trail is probably different than that on parkland. It shouldn't necessarily be added. He is surprised to see projections of population decline moving forward. What strategies are we using to address population decline? He likes this plan but wants to see something visionary. We have a mission statement but can we have a vision statement for our parks also? We can attract people based on our lands and recreational opportunities we have. He likes the plan goals and believes they are realistic. He wants to see a really visionary goal. What are we missing; what is going to attract people to Ashland? He mentioned the Bay City Creek mountain bike trail. It is kind of buried in the plan in undeveloped lands. There is a huge potential draw with it. Ullman mentioned developing recreation along Bay City Creek corridor. To what extent do we want this plan to guide us in the next 5-10 years versus do we want this plan to be visionary? Hudson mentioned the community's population decline. She explained that we can incorporate this stuff into the CORP which is more visionary. Soderberg stated that she likes this a lot. There are projects going on and a lot of exciting investments. There are visionary investments going on in the City. Soderberg tried to make sure mileage for arts trail is not included in the tables. She stated that she can reformat the table to make it more distinct that the trail mileage is not included.

Ullman explained that there is true growth and the perception of growth. Using parks is a tool for attracting people to the community. There is a perception of growth when Ullman goes to Duluth or Ironwood though both are losing population. This is the case when he sees people using the parks in both places.

Gehred asked if there is there a way to look at how the budget is made out to capture impact of parks. Before we go to decommissioning do the analysis. How much do nearby property values increase? We have a resource problem. She would like to see a Friends of the Parks group started. Why do parks struggle to find funding but when a new dump truck is needed it gets funded? We need to equalize feelings of valuation of infrastructure.

Peterman stated that he did not have the time to read the report but had the impression that there is equivalency between the park to prairie and decommissioning strategies. He strongly advises against decommissioning as a general policy. We can't go back once we do it. He proposed doing parks to prairie rather than decommissioning right off the bat.

Ortman stated that he is waiting for the climate migration to occur. The City is already doing some groundwork to try and encourage housing by changing the regulations. He loves the plan but it is tailored to how do we do more with less. He would like to see the plan show what the return on investment looks like. We need to look at the one-year debt levy increase to help fund some items. Staff would propose things and Council would decide. Ortman doesn't think we use this tool enough. It is not a permanent tax increase. Hudson replied that she thinks this is our plan for 2026.

Amy Amman asked for clarification that the proposed plan is to not go directly to decommissioning. Soderberg confirmed this. The parks would still be parks but be a different form of parks. Amman asked if the financial impact of pollinator habitat restoration was factored in. Hudson answered that we are trying to make it fiscally responsible to get projects done. We are putting fewer guys on mowers and maintenance guys are doing other projects that they wouldn't otherwise do. It is easier to find volunteers to weed versus mow.

Amman asked if we are we being realistic. We have a serious problem with buckthorn. She likes the idea of doing prescribed fire in some areas. She asked who does this. Hudson stated that the city has a GLRI grant to remove buckthorn. Some projects in the queue don't show up in the plan.

Martinson asked if there are opportunities for seasonal employment for mowing operations. Homola stated that we do have summer hiring. We pretty much take everyone that applies. We dropped the age requirement from 18 to 16. Hudson added that we have become really flexible with seasonal employees. Homala explained that the parks are getting deteriorated. We have so many but don't have the funds to spruce them up.

Tumas stated that she has been thinking about playgrounds a lot. It is expensive to maintain and replace them.

The report has statistics on playgrounds. Many kids want to go to a playground that has other kids there. Tumas explained that it is not necessarily about having more playgrounds but about having ones that are well sited and used. Can we take out some equipment or playgrounds that are expensive to maintain? Homola asked if the school playgrounds are mentioned in the plan. Soderberg answered that usually we focus on the City-owned and maintained facilities but referenced the school playgrounds in the plan.

Chair Amman stated that based on the comparison done for the plan we are understaffed based on the acreage we have. Amman asked Soderberg if there is something she sees in other communities where they keep staff longer. Are there ideas on how others have, maintain, and fund their staff? Soderberg stated that the approach is to be smarter and more efficient with what we have. An example is reducing mowing. More communities today are in a similar place as Ashland. Chair Amman stated that he thinks the plan is good and that it is hard to get that feedback loop showing people are using these facilities, spending money here, etc.

Soderberg stated that Ashland has unique elements that set it apart and draw people to the community. Chair Amman posed the question of how can we bring the financial reality aspect to the plan and pare it with the visionary element. Balance a need for fiscal responsibility with vision.

Gehred stated that she thinks a lot about playgrounds. How about when we have to replace playground equipment we do a Montessori or European approach and this could be attractive for younger children or disadvantaged children. Celebrate our parks with who we are. Portray the City as succeeding. We need more help.

JoAnn Erickson asked to speak and explained that she lives on City Heights Road and serves on the Plan Commission. She has been here almost 30 years. She loves Gehred's Friends of the Park idea. She is not a fan of how we have let Bay City and the City Dock overgrow. She stated that we can't just put out a blanket statement saying we need volunteers. We need to call them or meet them on the street. It makes them feel needed. We have stifled volunteers but now since we don't have workers we want volunteers. We can train these folks. We have a fantastic group of volunteers. We have to make them feel validated. Most volunteers just want a thank you and for you to treat them nicely. She loves the plaza park here and the black rock there but there are weeds growing and Erickson is almost afraid to do anything because she doesn't know which plantings are good and which are garbage plants. Why spend money and let things go to pop?

Discussion concluded on the proposed Parks Master Plan. Soderberg stated that she will take the feedback form tonight and incorporate it in the revised plan. She will connect with Hudson to talk about specific areas of the plan to expand upon and change based on the feedback. The planning team will determine whether to take the draft plan to Council on Dec 10th or in the New Year. We want to see the plan adopted in early 2025 either in January or March. Soderberg and Hudson thanked everyone for attending.

VI. Comments and Questions

There were no comments or questions.

VII. Adjourn

Chair Amman asked for a motion to adjourn. Seefeldt moved and Weiler seconded. The meeting adjourned at 7:28 pm.

Recorded by:

Steven D. Wiley, AICP
Planning and Development Director

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ASHLAND

City of Ashland, Wisconsin
601 Main Street West — Ashland, WI 54806 — www.coawi.org

HISTORIC PRESERVATION COMMISSION MEETING MINUTES

October 28th, 2024 at 5:00PM in the 2nd Floor Conference Room and via Go To Meetings

The meeting can be joined in person or by using a computer, smartphone or tablet at.
https://meet.goto.com/978070741
The meeting can also be joined by phone at
1 877 309 2073 using Access Code: 978-070-741

Present: Steve Schraufnagel, Magge Ericson, Jeff Muse, Joseph Mudd, Nancy Sztyndor (Council Representative), Steven Wiley (Planning and Development Director)

Absent Kristen Huset (Excused), Al Smiles

AGENDA

1. Call to Order and Roll Call
   5:00 Chair Schraufnagel called the meeting to order and a quorum was declared present.

2. Approval of the Agenda
   Muise/Mudd 5-0

3. Consent Agenda

   a. Approval of minutes from the September 9th, 2024 Historic Preservation Commission meeting
      Sztyndor/Ericson
      Schraufnagel said on page 4 of 6 second paragraph we talked about the library and it being approved. One thing he wanted to bring out was we talked about triple glazing which they were going to have but he also mentioned quad glazing since they are working with H Windows and have more funding so it is worth looking at. This was his only comment. He wanted to make it known for the minutes. Ericson asked regarding Section B where we were at with 909 Chapple. Wiley mentioned it remained on the agenda for discussion tonight. The Commission voted 5-0 approval with the amendment Schraufnagel requested.

4. Identify potential conflicts of interest
   None

5. Public Comment (non-agenda items)
   None

6. Action Items:
   None

7. Discussion Items:
   a. Discussion on Preservation Planning
      Wiley gave an update. Ericson stated that she has another plan to share. Schraufnagel asked if Wiley saw us implementing this in 2025. Wiley said it can be a longer term process. Schraufnagel asked if Wiley was doing this or if Terri Ericson would help. Wiley explained that Ericson would help out as Assistant Planner. Magge Ericson stated that just under education and outreach we should beef it up so we have the home show up at Bretting. The show should be there or perhaps there will be a portable display that can show folks what we do and market us. If our message is in people's faces people are interested. Such a display can move anywhere we want. We should look at it when we beef up this outline. Schraufnagel said see if Tracy Schnell would have the ability to assist. He suggested that when Wiley receives information from Pamela Taylor which was a 7-page email regarding her rental situation we may consider seeing if she would assist.
   b. Update on Properties Recommended for Local Historic Nominations
      Wiley had resent the list to Schraufnagel and Muse. Schraufnagel and Muse had met and discussed this recently. Muse will contact AADC and see about getting them on board. Schraufnagel will contact Beeksma with the Housing Authoirty since he knows her. Ericson asked which properties we were considering. Schraufnagel mentioned the former Larson Jewell property and Bay Tower. Last time the Housing Authority board was not interested but we can have another conversation. Muse stated that he would be in touch with Sztyndor regarding Bohmeian Hall. Schraufnagel will handle 3204 N Lakeshore Dr. E. Ericson asked if we have had any contact with the owners of the Lighthouse Keepers. Schraufnagel stated that is who we will be in touch with for the property. The last and final one is the Northland College President's House which Muse will handle. Eriscon asked about Our Lady of the Lake. Schraufnagel stated they are already listed. The former De Padua School and convent are not listed however.
   c. Update on Vaughn Public Library and 909 Chapple Avenue Property
      Wiley updated the Commission on the Plan Commission review and approval. Schraufnagel asked about the timeframe for the Library project. Ericson and Sztyndor stated that the library work would start in the very near future. The library would move to the former Beaser school, get work on the central stair done within six months so they could move back in and have work occur on the third floor. Schraufnagel asked Wiley for an update on 909 Chapple. Wiley explained that he had shared the HPC request with Dean Reilly, who is the owner of 909 Chapple. Wiley had spoken with the owner who thought stucco or insulated panels would cost too much. However, the owner seemed willing to use a 5-inch smooth lap siding and upper windows with divided/multiple upper panes. Ericson stated that owners should look at the historic district and consider what the neighborhoods and districts had for historically sensitive practices. When you move into a neighborhood you need to consider and respond to this. Schraufnagel stated that the owner would need to follow manufacturer's directions for siding installation to not void the warranty. Wiley stated that no permit was issued yet but we were hopefully getting close. Schraufnagel stated that a double-hung window was historically sensitive versus a casement window which could destroy the integrity of the home. Ericson found a wonderful manufacturer. Adams Millwork in Des Moines, Iowa would even do float glass if needed.

Ericson stated that her house has everything including compression inside the windows. She has cut the cost way down and you cannot hear any noise including the bells at Our Lady of the Lake. When we do the preservation plan she would like to see a supply reference in there. It frustrates people who are asking where they can find something. Schraufnagel mentioned looking at and maintaining siding, porches, and windows as the three strikes you look at with historic properties.

d. Historic Chapple Avenue Pavement/Tree Replacement Project
Schraufnagel spoke with Parks and Recreation Director and City Forester Sara Hudson today and Chapple Avenue was going to be repaved. They would probably get started in the middle of April from April 6th to 11th. We added it to the agenda because our role will be the tree replacement portion. A certified arborist would be involved. For some projects all trees were taken down, then some projects kept a few more trees, and MacArthur kept a lot more trees, so hopefully here a lot of trees will remain. The project will come to us mainly for the tree replacement. Ericson explained that on Fifield they were not able to replant trees due to gas lines going in the terrace so they did native plantings. Eriscon stated that there is a push now to keep trees due to climate change. Muse stated that Deb Lewis told him that 7th Street would be paved soon. Certain areas like Prentice Avenue were redone due to the Bipartisan Infrastructure bill. The community is divided economically. He questioned why we cannot focus more on the east side of town. With the trees Muse hopes we can create a forest but he is ticked off because his shock absorbers cannot take 7th Street anymore. Sztyndor stated that the City is starting to look at the east and has a formula to determine the roads. Replacement of lead laterals is one factor. John Butler can provide more information. Some streets are several years out. Schraufnagel stated that more work has occurred on the east end. Ericson suggested that as we look at the plan, to consider the east end because they have some history that we forget. Look at getting out there on the east side. Some people have not dealt with historic preservation, districts, or benefits. Schraufnagel stated he could get together with Tracy Schnell about what our fourth district would consist of.

e. Discussion on Miscellaneous HPC Items
Schraufnagel asked if there was anything else to discuss. There was nothing.

8. Announcement/Reports/Comments/Questions
None

9. Adjournment

Schraufnagel asked for a motion to adjourn. Sztyndor moved and Muse seconded. The Commission voted 5-0 to adjourn. The meeting adjourned at 5:48 pm.

Recorded by:

Steven D. Wiley
Planning and Development Director

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ASHLAND

City of Ashland, Wisconsin
601 Main Street West — Ashland, WI 54806 — www.coawi.org

PLAN COMMISSION MEETING MINUTES

December 17th, 2024 at 6:30PM at the City Hall Council Chamber and via Go To Meetings

The meeting can be joined in person or by using a computer, smartphone or tablet at
https://meet.goto.com/775025133
The meeting can also be joined by phone at
1 866 899 4679 using Access Code: 775-025-133

Present: Mayor Matt Mackenzie, David Eades, Jeff Beirl, John Beirl, JoAnn Erickson, Steven Wiley (Planning and Development Director), Terri Erickson (Assistant Planner),

Public: Mike Hebert, Kathy Melco

Absent: Ana Tochterman (Excused), Laurie Gregor (Excused)

AGENDA

1. Call to Order and Roll Call
Mayor Mackenzie called the meeting to order at 6:30 pm and a quorum was declared present.

2. Approval of the Agenda
Mackenzie asked for approval of the agenda. Jeff Beirl requested to have the required public hearing noticed in the agenda. He made a motion was made to amend the agenda to include public hearings for 6A and 6B. Seconded by David Eades. The motion carried 4-0. Approval of the agenda as amended moved by Jeff Beirl and seconded by JoAnn Erickson. The motion carried 4-0.

3. Consent Agenda
Mackenzie asked for approval of minutes from the Nov 19th, 2024 Plan Commission. Eades moved to approve the minutes and Jeff Beirl seconded. The motion carried 4-0.

4. Identify potential conflicts of interest
None

5. Citizen Participation (non-agenda items)
None

6. Action Items:
    a. Public Hearing: Review and approval of a Zone Change from Planned Residential/Institutional District (PRI) to Planned Residential/Institutional District with a Planned Unit Development Overlay (PRI-PUD) for Parcel # 201-04943-0200. Applicant: Michael Hebert.

Mayor Mackenzie introduced the item and handed it over to Steven Wiley to give a background. Wiley described this as a zone change request and reminded the commission that there had been prior discussion regarding this initiative by the developer for this site. He is looking to do a planned unit development to allow some flexibility for the site. He reiterated that a formal land use development is not being proposed tonight. Hebert will have to come back to plan commission at a later date with a proposed development. Wiley described the property, its history and surrounding property characteristics and zoning. He reviewed standards for review with the comprehensive plan. This zone change is for an overlay over the existing zoning which provides more flexibility but also more control and the ability to set conditions on the development. We would be asking for a waiver of the requirement for the minimum size of a PRI district. We would be looking at heightened landscaping and storm water requirements for this development. Wiley proposed approval of the request by the commission to rezone the subject parcel with this overlay.

Mackenzie asked for a motion to go into public hearing. John Beirl moved. Second by J. Erickson. Motion Carried. He asked Wiley to describe the public notice details. Wiley explained that it was a class II notice that was published in three places and discretionary letters sent out to surrounding property owners. There has been no comments or responses received. Mackenzie asked if there were any comments or if Mike Hebert wanted to make any comments. He did not. A motion was made by J. Erickson to end the public hearing. Second by Eades. Motion carries 4-0.

Eades asked for clarification regarding if we are asking for the creation of a planned unit development overlay? He would like to understand the process because this would require an application and various other items from the owner as read from the UDO. Wiley replied that he felt it was appropriate to run this through as a zone change and that he would then be required to come back with a general development plan at a later time for approval. Eades went on to read the UDO noting what was required for a zone change approval. He doesn't feel that the commission has the authority to approve this without these submittals and felt we needed to follow them. Wiley noted that this is a bit different than his previous experience but agreed that this could be tabled temporarily until the applicant can submit the listed items stated in the UDO. Mackenzie asked Wiley if he can read the specific requirements from the UDO, section 3.8. Wiley reviewed the submittal requirements as noted in the UDO. He noted he is planning to overhaul this part of the UDO for a number of reasons which he will not go into. Mackenzie reiterated that our ordinance would require Hebert to provide us with a full plan in order to consider it. He agreed it would be nice if the applicant could know that the zone change will be approved before having to spend time and money to develop drawings but unfortunately it appears we don't have any choice but to table it. Wiley agreed that we can have the applicant come back with revised plans.

Jeff Beirl asked if we are allowed to take a straw poll and voice our opinions for Mr. Hebert and noted he is in favor of the project. He then inquired about the zoning change giving the developer more flexibility. He recalled that one of the discussion points was the blacktopping of the driving surface and is wondering if he will be able to put in gravel or have to follow the same rules? Wiley responded this will be up to the commission and the council as part of the development plan and specific implementation plan. He will request relief from the ordinance to do gravel instead of paving. The reason we didn't do it as a CUP is because you still have to meet all of the ordinance requirements so the PUD makes sense in this case. Mackenzie asked if the change being looked at allowed flexibility for the paving with conditions set for additional buffering. Wiley responded yes, the discussions revolved around additional stormwater retention provisions and landscaping.

John Beirl asked if we are trying to create a work-around for what's on the books? Wiley noted the intent of a PUD allows for more site-specific flexibility when it makes sense and its up to the commissions and council to help determine this. The base ordinance cannot account for every situation that comes up. John Beirl commented that there are no flexibilities regarding paving in our ordinance which Wiley affirmed currently all developed surfaces must be paved. John Beirl restated this process to allow the PUD resulting in the allowance of a gravel surface seems like a work-around. Mackenzie agreed that it could be characterized that way but he sees it as a method to recognizing rules that are maybe too rigid that don't need to be applied in all circumstances. Eades responded that the process seems like a legitimate work-around as long as the required protocol is followed. Mackenzie agreed that we really have no other choice but to abide by the ordinance and state statutes and table it.

J. Erickson asked Hebert if he is just looking for storage or other things there? Hebert noted he was confused and has worked with C & S design to put tougher a drawing package with the city's stated requirements. He stated the only area still in question is the water retention area which requires engineering design that C & S cannot do in-house and will require additional cost. He doesn't understand what he is missing. Wiley noted that this is on him and that being this is the first time he has handled a PUD in Ashland the requirements have been different. They can talk after and get the required documents together and hopefully run it in January. Curlie Ledin from Public Works has already indicated that he would be fine with the storm water plan proposed.

Mackenzie questioned Hebert's designer telling him if the City cannot provide exact numbers they will have to walk away. Hebert noted that they have a number that is pretty close and they told him should be run by the City for feedback before they spend the effort on getting the exact numbers. Mackenzie reiterated that seems to be willingness to support his project but unfortunately a mistake has occurred and we still need to follow the ordinance but that Mike did not make any errors on his part. It was an administrative error on our part. Wiley stated that we will plan to bring it back for January if Hebert is okay with that. Hebert noted due to some other upcoming tasks, this really will not hold him up. Some discussion took place regarding the general process of the PUD approval.

J. Erickson noted that the site is 10 acres but that he plans to use about 2 of those. What will be the process for future development of the other 8 acres? Wiley noted that he would need to come back to the city for an amendment to the PUD. An issue with the site is that there are wetlands existing on the site. Mackenzie requested Wiley provide a copy of the relevant ordinance section to Hebert and ask that we postpone this discussion. Eades made a motion to postpone the PUD zone change request until the General Development Plan Review Process is followed as per section UDO 3.8. J. Erickson seconded. Motion Passed 4-0.

b. <u>Public Hearing: Review and approval of a Conditional Use Permit (CUP) Request for a proposed fence with a height in excess of six (6) feet at 1615 Maple Lane, Parcel # 201-04893-0000, zoned Public Institutional (PI). Applicant: Arnie Mackey Construction Inc. for Tamarack Health</u>

Mackenzie introduced item 6b on the agenda and handed it over to Terri Erickson for her report. She reviewed the standards for review, the existing land use, zoning and surrounding uses and the land use recommendation. An enlarged plan of the new parking area and proposed fence was further described noting the location, proximity to property lines, adjacent buildings and the new parking lot. The purpose of the fence was described as a way to add privacy to the patients and visitors at the adjacent behavioral health center. T. Erickson described several photos taken in the adjacent parking lot looking towards the facility. The photos show posts along the area where the fence its to be built. Eades asked if they have already started building the fence? T. Erickson replied that she believes based on the photos she received from the owner recently that they have installed the footings and posts and then put it on hold when they realized they needed a permit. She described the construction of the fence with a section and elevation drawing. She went on to discuss the required review criteria including consistency with the comp plan, project compatibility, services to the community and neighborhood protections. The proposed fence has no impact on any neighboring parcels as they are undeveloped, owned by the Applicant or outside of the view area. There were no comments or responses from the neighborhood letters that were required to be sent out under the C.U.P. process. T. Erickson then reviewed the staff review recommendations as follows:

1. The applicant shall obtain all necessary building permits for the proposed project and provide drawings with the following information before work commences:

a) The location of the fence showing fence length, width and height as well as dimensions from the adjacent property lines, building and parking area.
b) Construction details of the fence including the anchoring system to the ground and the fasteners being used and any other information as requested by the building inspector.
c) The structural supports are to be hidden or centered between the panels so that the exterior of the panel is finished on both sides

2. The fence shall be constructed in accordance with what has been submitted to the city with regards to location, materials, construction methods. It shall not be higher than eight (8) feet.

3.The fence shall be installed in a workmanlike manner, be maintained in good repair and be properly anchored so as to be kept in safe and sound condition.

4.The fence shall be protected from the elements and against decay and rust by the periodic application of weather-coating material, such as paint or other protective treatment as applicable.

5.The screen wall shall in no case be located closer than five (5) feet to the paved edge of the curb.

Mayor Mackenzie verified with staff that public hearing notices and letters were sent out per guidelines. Staff responded that there were no responses or comments received. Mackenzie entertained a motion to go into public hearing. Motion by Eades. Second by J. Erickson. Motion Carries 4-0. No public comment occurred. Mackenzie entertained a motion to go out of public hearing. Motion by Jeff Beirl. Second by J. Erickson. Motion Carries 4-0. Mackenzie notes the approval of this sends it to council for their final approval. Eades recommends approval with the conditions set forth by staff. Second by J. Erickson.

Discussion: Eades commented that being that it seems they have started construction before getting approval, the UDO states that permit fees shall be doubled so he hoped that we follow this. Mackenzie asked about whether or not they are in cement. T. Erickson responded that it appears from the photos that footing were poured although it may need to be further verified. Voice vote taken. Motion carries 4-0.

1. Discussion Items:

a. Update on Property Maintenance Enforcement

General comments were made by commissioners about finding the report and fascinating and seeing how much is getting accomplished. Mayor commented on the report showing evidence of what is getting done and its good to bring the reports back to the commission. He noted that in the future people will be able to look online and see whether things have been permitted or not.

b. Update on Building Permits for October, 2024

No Commissioners had comments on the building permit report.

c. Update on Miscellaneous Planning and Development Items

1) J. Erickson asked if there is anything coming up for planning commission. Wiley mentioned that there are a few items we've received that missed the cut-off for December. There is a land transfer of city owned property. There are also some ordinance changes that are openly in conflict with state statutes so he will be bringing these forward.

2) Mayor Mackenzie noted that the city has reached out to a few adjacent property owners to the railroad right-of-way to see if there was interest in them. He noted that it is a long drawn our process to do the title search for any restrictions.

3) Wiley noted we are still working on a draft for the metal siding to bring forward to the commission. Mackenzie noted he would like to group to weight in on the standards for this.

4) Mackenzie mentioned a recent house fire that took place in the city with 8 people displaced. There was another fire outside of town with no one hurt.

5) J. Erickson said someone asked her about apartments being developed by the hospital. Mackenzie responded that he thinks they were confused with housing units being developed in Washburn. Mackenzie said Larry Cicero is looking at some units being developed at the old Ellis school on Beaser Ave. Mackenzie noted that the city is seeking infill development. We are trying to advertise what we have available. The city is looking at offering a program where a developer buys a lot and if they can construct something within two years, the city can credit them back what they paid for the lot. The idea is to help them get started.

Adjournment

Mackenzie wished all a Merry Christmas and Happy New Year, etc. and asked for a motion to adjourn.

J Erickson motioned to adjourn and seconded by Eades. Meeting adjourned at 7:32 pm.

Recorded by:
Terri Erickson
Assistant Planner

City of Ashland – Sustainability Committee Meeting

Thursday, December 19th, 2024

6:00 pm – 7:00 pm HYBRID MEETING:

Meeting Link: https://meet.goto.com/740241965 | Access Code: 740-241-965 - CITY COUNCIL CHAMBERS (601 Main Street W)

Energy Action Plan, 25x25 Plan, Sourcewater Protection Plan linked here: https://sites.google.com/view/ashland-sustainability/themes

Present: Charlie Ortman, Meghan Salmon-Tumas, Amy Amman, Brant Kucera (City Administrator), Steven Wiley (Planning and Development Director)

Absent: Beth Gehred, Kelly Westlund

Agenda

1) Approval of Agenda
   Ortman called the meeting to order at 6:01 pm. Ortman asked for approval of the agenda. Amman moved to approve and Salmon-Tumas seconded. Motion carried 3-0.
2) Approval of minutes from the October 24th and November 21st, 2024 meetings
   Ortman asked for approval of the October 24th and November 21st meeting minutes. Amman moved to approve the minutes and Salmon-Tumas seconded. Motion carried 3-0.
3) Citizen Comments
   None
4) Projects/Discussions
   a) Great Lakes Friendly Restaurant Certification – Update and Action if necessary
      Amman provided an update. She had met with Honore and Katie Gellatly (owner of the Sandbar) this week to show them the program and asked for their thoughts. Both felt they were most of the way there already which is good. There was some hesitation to dive right in until some questions are answered. Bob will be able to clarify some criteria for the lids. This seems to be the hang-up. Katie Gellatly will get back to Amman and let her know if she wants to move forward. Honore is already interested. There is a little more to be done before we start. It should move forward and once it does the question is what is our role. Is this a question for now or for when we have a commitment/sign-ups? Ortman thanked Amman. He paraphrased that Amman had talked to Honore and Katie. Honore was on board, Katie was a bit more hesitant. In Amman's conversation with Katie Gellatly Ms. Gellatly brought up Travel Green WI where all they got was a sticker in their window and nothing else back for them as a business. The City promoting this would be a benefit and Amman tried to make this connection when explaining the program. The perks excited the business owners. They believe in the mission and the perks were nice. Ortman thanked Amman. Amman stated that if both these folks get on board and City promotes it maybe it will spread. Salmon-Tumas had many of the same questions that Amman brought up such as what our role is, when to look at this, etc. Amman has not talked to the Chamber. Ortman asked what the City can do to generate buzz. Kucera mentioned our social media, public service announcements, work with the Chamber,

there is a Main Street program. Ortman stated that maybe at the next meeting we can talk about some spots we can market this. Salmon-Tumas stated that partnering her students in classes up with City departments to create social media posts has been helpful in the past. They use Canva, etc. Kucera stated that we have had very good luck working with Northland College students on stormwater two or three years ago. Amman likes Salmon-Tumas' suggestion. She asked about the coordination of murals by the drains. Kucera stated that the City got the grant and Sara Hudson coordinated this with Charmaine Swan from the American Lung Association. Ortman asked about the murals. Kucera explained that they consist of artwork at the storm drains conveying that whatever you throw in the drain eventually reaches the lake. Amman believes that the storm drain project might connect with this. She is not advocating painting on the sidewalks but somehow marrying these two things together. Amman asked if she or the City should have a conversation with the Chamber. Ortman stated that Amman should and would be effective.

b) Mission Statement – Discussion and Action if necessary

Ortman asked about tabling this item. He was looking forward to seeing what Gehred had written. Amman thinks we should wait. Salmon-Tumas had thoughts but believes we should also include Gehred in this. We could start now and finish at the next meeting. Ortman asked Salmon-Tumas to share her thoughts. Salmon-Tumas mentioned that there was supposed to be a student from Northland College on the committee originally. It is worth revisiting because if we are supposed to have a Northland student we should ensure we are maintaining this or maybe we revise our membership criteria. Salmon-Tumas noticed this in the Municipal Code section. It stated that one member should be a City Council member and one should be a Northland College student. Salmon-Tumas stated that the Council can refer a matter to the Sustainability Committee. Has this happened often or recently? Ortman is not sure if anything has been referred to the committee or not. Kucera stated that the only thing he could think of was No Mow May but was not sure on this. Ortman stated that we can get things referred to us from the Council. Salmon-Tumas is supportive of this. Her other notes are around some areas where we might be able to fill the roles of making recommendations to the City or conducting annual evaluations of progress towards fulfilling sustainable goals. A goal could be looking at policies on night lighting/dark skies. Mellon and the Copper Falls park are working together on implementing a night lighting policy for that town. The action plan is an area where she would be interested in being more up to date on the City's Energy Action Plan. There is supposed to be a mid-point where the plan would be evaluated and refined. There is supposed to be a task force also. She would be interested in seeing if that is still going on or if the Committee would need to implement more of these goals. On urban wood use she has talked with Ms. Hudson on what the City does with the trees they need to cut down. They are doing fantastic things like chipping it up and using it in our electricity production by Xcel, turning it into wood products. She is not sure what the Committee can do to help but the workforce development piece is missing and important. We need to be able to increase the number of businesses that can operate around the use of wood products. Electricity use and work surrounding this is another area and there is good work going on in Washburn on this. Matt Danielson is involved with this. Ortman paraphrased Salmon-Tumas's thoughts. We can add these to the list of things we can weigh in on. Ortman asked if part of the mission statement was that we wanted to start tracking our progress on implementation of sustainable initiatives. Salmon-Tumas answered that Ortman's summary of her thoughts was accurate. Ortman will modify his version of the mission statement to include this. Amman wants to add the night sky lighting also from Salmon-Tumas's list. There are opportunities for municipalities to work with that organization. The new lights in Washburn are nice lights compliant with the dark skies initiative. She recommended looking at these when driving through.

5) Potential Grant Opportunities – Beth Gehred
   Tabled until future meeting.
6) Update – City Solar Assessment
   Wiley updated the committee. Ortman asked for a refresher and Wiley explained what the project is. It is an assessment to determine which five of the 10 main City facilities would be the best candidates for solar and micro-grid infrastructure.
7) Update – Parks Master Plan
   Wiley provided an update on the plan and recapped the joint Parks/Sustainability meeting and that MSA presented the draft plan to the COW this month.
8) Future agenda items
   Ortman mentioned the Great Lakes Friendly Restaurant Certification and Dark Skies, Sourcewater Protection Plan, Implementation of perennials, stormwater runoff, and rain barrels, and mission statement. The Great Lakes Friendly certification, dark skies, grant opportunities, reaching out to Northland, and mission statement can be on the next agenda. Amman said she can provide an update for the next meeting. Amman asked how the Northland student representation came up. Kucera stated that it might have come out of the 25x25 plan. The Great Lakes certification, mission statement, grant opportunities, and Northland student membership will be on the January agenda along with any updates staff wants to provide. Kucera asked if Amman was aware of what the City of Duluth is doing for the Great Lakes initiative. Amman stated that she did not think the City was involved at all. She has eaten at one of the restaurants participating but did not see anything on the tables, menus, etc.
9) Adjournment
   The meeting adjourned at 6:51 pm.

Recorded by:

Steven D. Wiley, AICP
Planning and Development Director

Case Activity Report

01/01/2025 - 01/31/2025

Case #	Case Date	Assigned To	Main Status	Description	Closed Date	Parcel #	Parcel Address
20250010	1/9/2025	Raymond Kallio	Open	tires		201020250000	500 WILLIS AVE
20250032	1/31/2025	Raymond Kallio	Open	junk and garbage		201022990000	711 3RD AVE W
20250028	1/29/2025	Raymond Kallio	Open	debris		201000490000	1123 MAIN ST W
20250021	1/21/2025	Raymond Kallio	Closed	snow on sidewalk		201016690000	
20250014	1/15/2025	Raymond Kallio	Closed	snow removal		201013970000	102 7TH AVE E
20250012	1/13/2025	Raymond Kallio	Open	rubbish		201016470000	110 MAIN ST W
20250027	1/28/2025	Raymond Kallio	Open	misc storage		201022230000	312 6TH ST W
20250025	1/24/2025	Raymond Kallio	Open	rubbish		201017930000	304 13TH AVE E
20250022	1/21/2025	Raymond Kallio	Closed	snow on sidewalk	1/24/2025	201016100000	220 3RD AVE E
20250024	1/23/2025	Raymond Kallio	Open	misc storage		201016930000	306 2ND AVE E
20250005	1/7/2025	Raymond Kallio	Open	debris tires		201019170000	417 5TH AVE E
20240502	12/2/2024	Raymond Kallio	Open	furniture in front yard		201017560000	309 7TH AVE E
20250023	1/22/2025	Raymond Kallio	Open	misc storage		201017980000	1409 4TH ST E
20250022	1/21/2025	Raymond Kallio	Closed	snow on sidewalk	1/24/2025	201016100000	220 3RD AVE E
20250021	1/21/2025	Raymond Kallio	Closed	snow on sidewalk		201016690000	

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20250020	1/15/2025	Raymond Kallio	Open	Trash piled up alongside apartment that hasn't been put out since 2024 Thanksgiving. This has been going on way to long. We have these Ordinances but they don't seem to apply to some folks. The rest of us in the neighborhood keep our places up, why does Joyce Poppe get a free pass? I can get a copy of this code enforcement request? Sorry that I have to		201010800000	609 ST CLAIRE ST
20250019	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201006220000	800 BEASER AVE
20250013	1/13/2025	Raymond Kallio	Closed	snow on sidewalk	1/15/2025	201032020000	1515 BEASER AVE
20250016	1/15/2025	Raymond Kallio	Closed	snow	1/15/2025	201038330000	1023 CHAPPLE AVE
20250018	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201027840000	413 11TH ST W

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20250014	1/15/2025	Raymond Kallio	Closed	snow removal		201013970000	102 7TH AVE E
20250015	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201006760000	600 11TH AVE W
20250007	1/8/2025	Raymond Kallio	Closed	tires and debris	1/15/2025	201022000000	609 ELLIS AVE
20250017	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201043670000	605 MACARTHUR AVE
20250018	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201027840000	413 11TH ST W
20250016	1/15/2025	Raymond Kallio	Closed	snow	1/15/2025	201038330000	1023 CHAPPLE AVE
20250015	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201006760000	600 11TH AVE W
20250019	1/13/2025	Raymond Kallio	Closed	snow	1/15/2025	201006220000	800 BEASER AVE
20250011	1/10/2025	Raymond Kallio	Open	tires and debris		201013370000	117 3RD AVE E
20240005	1/3/2024	Raymond Kallio	Open	debri		201013300000	114 2ND AVE E
20240161	7/8/2024	Raymond Kallio	Closed	grass and debris	1/9/2025	201001550000	1207 3RD ST W
20240418	9/30/2024	Raymond Kallio	Open	Camper and misc storage		201007060000	210 MACARTHUR AVE
20240520	12/11/2024	Raymond Kallio	Closed	misc storage	1/9/2025	201021590000	619 5TH AVE E
20250010	1/9/2025	Raymond Kallio	Open	tires		201020250000	500 WILLIS AVE
20250007	1/8/2025	Raymond Kallio	Closed	tires and debris	1/15/2025	201022000000	609 ELLIS AVE
20250006	1/8/2025	Raymond Kallio	Closed	no permit	1/9/2025	201030390000	903 11TH AVE W

20250004	1/7/2025	Raymond Kallio	Open	misc storage		201020010000	510 PRENTICE AVE
20250005	1/7/2025	Raymond Kallio	Open	debris tires		201019170000	417 5TH AVE E
20240526	12/19/2024	Raymond Kallio	Closed	debris	1/6/2025	201015700000	215 STUNTZ AVE
20240529	12/20/2024	Raymond Kallio	Closed	snow pushed onto another property	1/6/2025	201011940000	1104 LAKE SHORE DR E
20240279	8/5/2024	Raymond Kallio	Open	exterior walls not waterproofed		201014160000	118 10TH AVE E
20240495	11/22/2024	Raymond Kallio	Closed	junk and debris	1/6/2025	201025280000	822 3RD AVE W
20240502	12/2/2024	Raymond Kallio	Open	furniture in front yard		201017560000	309 7TH AVE E
20240519	12/11/2024	Raymond Kallio	Open	misc storage		201015070000	201 14TH AVE E
20240465	10/22/2024	Raymond Kallio	Closed	debris	1/3/2025	201005190000	602 15TH AVE W
20250002	1/3/2025	Raymond Kallio	Open	misc storage		201045950200	2606 COUNTY HWY A
20240495	11/22/2024	Raymond Kallio	Closed	junk and debris	1/6/2025	201025280000	822 3RD AVE W

Total Records: 47 **2/6/2025**

Permit Detail Report

01/01/2025 - 01/31/2025

Permit #	Permit Date	Building Type	Applicant Name	Applicant Address	City, State, Zip	Description	Project Cost	Square Feet	Issued Date	Type of Work	Work Location	Total Fees	Parcel #	Parcel Address
20250007	1/29/2025	Residential - Remodel/Repair/Additions (over 5,000)	ERIC J DOANE	1302 SANBORN AVE	ASHLAND, WI 54806	Replace existing electrical panel with new, replace existing asphalt roofing with new asphalt roofing, replace existing fiberboard siding with new LP smart siding, install new plumbing fixtures, Replace existing windows with new. Electrical contractor: Cody Hamala, Resitech Electric; Plumbing Contractor	29,000	0	1/30/2025	Primary Structure	1302 Sanborn Ave	$145.00	201049050000	1302 SANBORN AVE

20250006	1/28/2025	Commercial - Miscellaneous Repair of a Commercial Structure	Ivan Gaikowski - Bach and Group Property Management	204 1/2 Main St W	Ashland, WI	Two-bedroom apartment. Demolition of fire damaged materials and restoration. Remove and replace drywall, insulation and cabinetry. Omer-Nelson to inspect and replace damaged electrical: wiring, outlets, lighting, baseboard heat. No plumbing. Replace carpeting. Clean and seal nondamaged studs & joists. Replace ceiling tiles as	85,000	0	1/30/2025	Primary Structure	204 1/2 main st w	$425.00	201016570000	204 1/2 Main St W
20250005	1/28/2025	Zoning Approval - Signage	Lamar, OCI North, LLC DBA Lamar Advertising of Escanaba	PO Box 66338	Baton Rouge, LA 70896	2025 Billboard License renewal for 36 billboards throughout the city.	0	0	1/28/2025	Other	Various Locations	$1,800.00	Various	Various

20250004	1/15/2025	Commercial - Demolition Interior/Exterior	Logan Clark	2350 Galloway Street	Eau Claire, WI, 54703	In general, the work consists of demolition and remodel of the hospitals existing radiology and registration department. Work includes demo of existing flooring, non-structural steel stud framing, ceilings and casework. It also includes the addition of a new radiology room, registration area and associated finishes. This	1,600,000	3,340	1/28/2025	Primary Structure	1615 Maple LN - Radiology Department	$6,800.00	201048930400	1615 MAPLE LN
20250003	1/14/2025	Commercial - Miscellaneous Repair of a Commercial Structure	SH Warren, LLC	308 9th Ave W	Ashland, WI 54806	Interior clean-up and demolition. Roof/soffit/fascia repair as needed. Remove existing siding and install new. Replace existing exterior doors and windows. Remove and/or replace existing interior walls as needed. Clean up and repaint two existing offices. No changes to plumbing and hot water heat. Permit contingent	65,000	0	1/15/2025	Primary Structure	308 9th Ave W	$325.00	201006990000	308 9TH AVE W

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20250002	1/8/2025	Residential - Roofing (Material cost over 1,000)	Mark Hoglund	903 11th Ave W	Ashland wi 54806	Replacing existing asphalt roof shingles with new asphalt roof shingles	8,000	968	1/9/2025	Primary Structure	903 11th Ave W	$60.00	201030390000	903 11TH AVE W
20250001	1/8/2025	Residential - Siding (material cost over 1,000)	Jessica Campbell	601 Maple Ridge	ASHLAND, WI 54806	Removing existing vinyl siding and replacing with new LP Smart Siding	20,000	0	1/9/2025	Primary Structure	601 Maple Ridge	$30.00	201049150700	601 MAPLE RIDGE
20250000	1/7/2025	Commercial - Miscellaneous Repair of a Commercial Structure	Heritage Keepers	505 1/2 Main St W	Ashland, WI 54806	2nd floor apartment kitchen remodel. Update plumbing with new units, update electrical wiring and install new cabinets. Wire Right Electric and Blakeman Plumbing contractors. Approved under the contingency that the city of Ashland is provided a construction work schedule before work begins.	30,000	625	1/9/2025	Primary Structure	505 1/2 Main St W	$150.00	201042340000	505 MAIN ST W
												$9,735.00		

Total Records: 8 **2/6/2025**

Ref: 2025-032

COUNCIL AGENDA: 7.A.
(2/11/2025)

SUBJECT: **Approve a Resolution for Outdoor Recreation Grant Applications** ***(Parks)*** **Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks & Recreation Committee

EXHIBITS: 1. Proposed Resolution No. 17814

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: As approved by Committee of the Whole, January 28, 2025

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

City staff is seeking approval of a resolution to apply for Wisconsin Department of Natural Resources (DNR) outdoor recreation grant funds. City staff will seek approval from the Council before applying for a specific project(s) but are required for approval of the resolution prior to applying.

Potential projects/grants:

- Kreher Park/Ashland Rails to Trails System (ARTS) Pedestrian Trail Railroad Connector: DNR Recreation Trail Program This grant proposal would seek assistance to pave the old railroad corridor on the bluff behind the Kreher Park Campground, making a seamless connector between the Kreher Park Boat Launch site and the Ashland Ore dock. RTP is a federal grant program, so the DNR Stewardship Funds received in 2022 could be used as a match to any funding received. This funding opportunity will only be sought if the allocated funding for the Kreher Park Campground Rehabilitation Project cannot support this part of the project. Grant application deadline: May 1, 2025.

- Kreher Park Redevelopment: Water Access: DNR Sport Fish Restoration Program This grant proposal would seek assistance with the construction of the new Kreher Park Boat Launch, specifically for fishing access and the floating piers. This is a federally funded grant so funds from the awarded RBF grant in 2024 can be used as a match. This grant will only be submitted if the estimated cost of the Kreher Park Boat Launch project comes in over the allocated budget.

- Park Upgrades: Hodgkin's Ballfield(s), Beaser Ballfields, Bayview Playground, ARTS Repair (Waterfront Trail resurfacing) and/or TBD: DNR Stewardship Funds These projects would be planned within the 2026 Budget and construction season, and relate to the 2025-200 Capital Improvement Projects List, PMP and updated CORP. APR will work with the PRC and PW to ensure if a proposal is submitted, it meets the needs of both departments. Match would come from Fund 453 Waterfront Development. The grant application deadline is May 1, 2025.

RESOLUTION NO. 17814

RESOLUTION FOR OUTDOOR RECREATION GRANT APPLICATIONS

WHEREAS, the City of Ashland is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

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

THEREFORE, BE IT RESOLVED, that the City of Ashland has budgeted a sum sufficient to complete the project or acquisition; and

HEREBY AUTHORIZES Sara Hudson, Director of Parks and Recreation Department, to act on behalf of the City of Ashland to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

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

Adopted this day of 11th day of February, 2025.

____
Denise Oliphant, City Clerk

____
Alderperson

Approved as to Form:

____
Matthew Mac Kenzie, Mayor

____
Tyler W. Wickman, City Attorney

I hereby certify that the foregoing resolution was duly adopted by the City of Ashland Common Council at a legal meeting on February 11, 2025.

____
Authorized Signature and Title

Ref: 2025-033 **COUNCIL AGENDA: 7.B. (2/11/2025)**

SUBJECT: **Approve an Animal Care Agreement between the Chequamegon Humane Association (CHA) and Ashland County, the Ashland Police Department, and Bayfield County for Animal Control *(Police Department)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: Police Department

EXHIBITS: 1. Animal Care Agreement

EXPENDITURES REQUIRED: $12,000 annual

AMOUNT BUDGETED: As budgeted

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 6, 2025 that Chequamegon Humane Association is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: As approved by Committee of the Whole, January 28, 2025

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:

City of Ashland staff met several times with Ashland County, Bayfield County, and Chequamegon Humane Association since the retirement of the full-time animal control officer. The attached drafted agreement would address boarding animals until the end of 2025.

ANIMAL CARE AGREEMENT
Between Chequamegon Humane Association (CHA)
And Ashland County, the City of Ashland and Bayfield County
October 1, 2024, thru December 31, 2025

This Animal Care Agreement ("Agreement") is made and entered into by and between the Chequamegon Humane Association, Inc. ("CHA"), a nonprofit organization incorporated under Chapter 181 of the Wisconsin Statutes and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and the political subdivisions of Ashland County the City of Ashland and Bayfield County (collectively referred to as the "Purchaser").

1. Definitions
   - Provider: Chequamegon Humane Association, Inc.
   - Purchaser: Ashland County, the City of Ashland and Bayfield County, represented by the Bayfield County Sheriff's Office, Ashland County Sheriff's Office, and the City of Ashland Police Department.
   - Animals: "Animals" only refers to dogs and cats taken into custody by Purchaser within their jurisdiction pursuant to Wis. Stats. § 173.13 and referred to CHA by the Ashland Bayfield County Emergency Communication Center (ECC) or corresponding authorities for the Purchasers. This agreement does not cover other animals or those found outside these jurisdictions.
   -Citizen drop-off: refers to animals delivered to CHA by people other than law enforcement officers.

2. Basic Care
   CHA agrees to provide humane care for animals referred by Purchaser at CHA's licensed facility for a minimum of five (5) days, or until the animal is returned to its owner, surrendered by the owner, placed for adoption, or euthanized to alleviate physical suffering or protect others from bodily harm, whichever occurs first. The care provided includes adequate food, water, shelter, routine medical care, rabies vaccinations, and ID implants. Euthanasia will be performed only in compliance with Wisconsin Statutes and after attempting to contact the animal owner.

   The placement period may be extended beyond five (5) days if necessary due to legal proceedings, court orders, or logistical issues.

3. Additional Medical Care
   If additional veterinary care is required CHA shall contact specific Purchaser and obtain consent before administering.

4. Fee Recovery from Owners or Third Parties
   The pickup fee for animals is $20, and the nightly impound fee is $10 per day as permitted by Wis. Stats. § 173.15 (1). This fee may be amended with consent of the Purchasers. As noted in 7 below, all fees to remain with CHA.

5. Licensing Requirements

    Before returning any dog to its owner, CHA shall ensure the animal is licensed or that assurance of licensure has been demonstrated through prepayment of required fees, including vaccination fees. CHA shall also enter all relevant licensing and animal data into a Licensing Database, with access provided by Purchaser. CHA is authorized to act as a seller of dog licenses, with all receipts submitted to the respective agency. Licensing databases must always be up to date. This may be accomplished through a shared database or other live document. 100% of fees are due the respective Purchaser.

    Before returning any cat to its owner, CHA shall ensure the cat is vaccinated as required by law.

6. Compliance with the Law

    CHA agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances. With the monthly invoice, CHA will provide the following information to each Purchaser:

    - Case Number
    - The date the animal was taken into custody, delivered into another's possession, and the identity of the recipient.
    - The ultimate disposition of the animal.

7. Reporting and Payment

    Purchasers shall pay CHA $3,000 per month, collectively, regardless of the number of cats and dogs, as follows: $1000 from the City of Ashland, $1,000 from Ashland County and $1,000 from Bayfield County. The October, November and December fees are due January 1, 2025. All subsequent fees are due on the 10th day of the following month as invoiced by CHA. CHA shall retain any and all fees collected under paragraph 4 of this agreement (this does not include licensing fees). Monthly invoices will detail the information as noted in item 6 above. This fee will increase by 3% for successive years beginning in 2026.

8. Startup and Facility Fee

    Purchasers agree to pay CHA a one-time, non-refundable fee of $5,000 each, due on or before October 31, 2024, for the cost of modifying CHA's existing facility to provide care for animals in a separate, secluded area. This is a temporary measure while parties evaluate potential locations for a permanent regional animal shelter facility.

9. Collaboration for a Permanent Facility

    CHA and Purchaser agree to collaborate in planning, funding, and establishing a permanent long-term animal care facility. This will include seeking grants, securing financial assistance including potential low-cost borrowing options if necessary.

    In the event that a new building is acquired with the assistance of the Purchasers, this agreement may be renegotiated, or a separate addendum can be created.

10. Access to Premises

Purchaser shall have reasonable and direct access to CHA's premises to drop off animals and inspect the quality of care provided. CHA will provide a primary contact for addressing concerns at all times.

11. Insurance

CHA, as an independent contractor, shall disclose all relevant liability and employee-related insurance coverage to Purchaser before executing this Agreement. CHA must promptly inform Purchaser of any changes in coverage. Purchaser reserves the right to cancel this Agreement if it deems CHA's insurance coverage inadequate.

12. Surrender Fees

Animals coming to CHA after the five-day kennel stay shall be paid by specific Purchaser at the following rates billed semi-annually

- $75 per dog
- $65 per cat

13. Term of Agreement

This Agreement shall commence on October 1, 2024, and expire on December 31, 2025, unless extended or modified by mutual written consent. The parties agree to collaborate on the establishment of an Agreement to develop a sustainable long-term plan for animal control and housing.

14. Termination

Any Purchaser may leave this agreement with 180 days' notice. Termination of the agreement by CHA would also require a 180-day notice.

15. Signatures

This Agreement is executed on the dates below, effective as of October 1, 2024.

16. Quarterly Reports

At the end of each quarter a summary report including numbers, type and disposition of animals shall be provided by CHA to Purchasers.

17. CHA shall provide educational information regarding animal licensing, rabies shots and information on local animal ordinances. This will be provides via social media. CHA shall provide input and recommendations on animal related ordinances for each respective entity.

18. Annually CHA may be asked to make a Committee or Board Report on activities.

Approved on February 11, 2025

Chequamegon Humane Association, Inc.

By: _________________________

Title: ________________________

Date: _________________________

City of Ashland

By: _________________________

Title: ________________________

Date: _________________________

Ashland County

By: _________________________

Title: ________________________

Date: _________________________

Bayfield County

By: _________________________

Title: ________________________

Date: _________________________

Ref: 2025-034 **COUNCIL AGENDA: 8.A. (2/11/2025)**

SUBJECT: **Consideration to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Procurement of Goods and Services, Ashland City Ordinances, and Approve the Purchase of Replacement Water Filtration Modules (*Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN:	Public Works
CLEARANCES:	City Administrator Public Works Director
EXHIBITS:	1. FilmTec Corporation Price Quote
EXPENDITURES REQUIRED:	$178,644.50 - Filter Modules & Appurtenances
AMOUNT BUDGETED:	$178,644.50 - Fund 680 Water Utility Fund Balance
APPROPRIATION REQUIRED:	
TREASURER'S CERTIFICATE:	The Treasurer's Office has certified that FlimTec Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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 City's water filtration membrane plant began operation in September 2001, and consists of four filter racks each containing 48 polypropylene fiber membrane filters for a total of 192 modules. The filters require ongoing backwashes along with weekly maintenance washes and monthly Clean In Place (CIP) washes.

In 2012, the membrane modules were replaced after 11 years of service life. The selected replacement filters were inadequate and required replacement again in 2016. These filters are currently in operation and have performed acceptably as the manufacturer warrants a service life of eight to ten years. In Ashland's case, it is expected that actual filter performance would lean toward eight years due to poor water quality that results in more wear and tear on the filters.

Recently, Water Utility staff have been managing decreased filter performance, with the filters becoming easily clogged and performing at a reduced capacity in terms of filtered water production. Staff have had to perform maintenance and CIP washes at increased intervals with only partial success. This type of decrease in filter performance has been experienced before but only in early spring.

Previously, issues with the filters clogging were thought to be associated with an unknown cold water algae but based on the timing of these issues and the age of the filters, it is most likely that the filters have exceeded their useful lifetime. With reduced water filtration capacity, staff are concerned about the ability to produce sufficient treated water in the event of a fire, significant water main break, or other high-use event.

As a result, staff are recommending replacement of all 192 filters at a cost of $178,644.50 to ensure continued water treatment capacity. The replacement filters will be installed by Water Utility staff and the cost was included in the planned capital improvements budget associated with the recent water rate increase.

FilmTec Corporation has propietary rights to the necessary membranes and, due to the urgency of the need for filters and specificity of the product, an advertisement for the purchase is not practical. Therefore, staff is asking to waive the requirement to advertise for bids in order to expedite the timeline.

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES *FilmTec Corporation*	**Document Date** 01/31/2025	**Order Number** 41172558
	Customer P.O. number Qte-01-28-25-3	01/28/2025

Ship-to / Consignee *11006179* CITY OF ASHLAND WATER DEPT 1901 KNIGHT ROAD ASHLAND WI 54806	**Sold-to** *11008908* CITY OF ASHLAND 2020 6TH ST E ASHLAND WI 54806-2281
Forwarding Agent/Notify Party/End User	
Transport Mode Road **Shipping Point** SARDO & SONS WHSE 0014 WS	
Carrier / Drayage	**Country Shipped From** United States **Country of Destination** United States
Unloading Point	**Remit to** WIRE/ACH: Acct: 550391210 ABA ACH/Domestic Wire Only: 021000021 Swift Code International Wires: CHASUS33 JPMorgan Chase New York, NY 10017 CHECK PAYMENTS: P.O. BOX 734900 Chicago, IL 60673-4900 Please reference on payments.
Terms of Delivery and Payment PPD SHIPPING POINT NET 30 DAYS FROM INVOICE DATE	

Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
	Valid to: 03/30/2025 **This quotation is valid through the above expiration date.**			
10	12038343 MODULE, SPARE L10N WF2 PVDF	192 EA	830.00 USD / EA	159,360.00 USD
	ESTIMATED DELIVERY DATE 01/30/2025 — **Quantity** 192 EA			
	Gross Weight: 1,828.800 KG / 4,031.817 LB **Net Weight:** 1,741.824 KG / 3,840.068 LB **No. of Pkgs:** 192 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			

FILMTEC CORPORATION
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

FilmTec Corporation

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Item #	Goods Description / Shipping Marks	Quantity	Unit Price*	Amount*
20	12039509 KIT, SEAL M10/L10/L20 HOUSING CP HEAVY	192 EA	26.00 USD / EA	4,992.00 USD
	ESTIMATED DELIVERY DATE 02/04/2025 — **Quantity** 192 EA **Gross Weight:** 32.064 KG / 70.689 LB **Net Weight:** 30.528 KG / 67.303 LB **No. of Pkgs:** 192 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
30	12038768 CUP, FILT NYLON ASSEMBLED C/W O-RINGS	384 EA	13.00 USD / EA	4,992.00 USD
	ESTIMATED DELIVERY DATE 01/30/2025 — **Quantity** 384 EA **Gross Weight:** 119.040 KG / 262.438 LB **Net Weight:** 99.840 KG / 220.110 LB **No. of Pkgs:** 384 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
40	12035217 GREASE, SILICON MX22 (2X 0.5KG);	2 KG	50.00 USD / KG	100.00 USD
	Freight Surcharge			9,200.00
	ESTIMATED DELIVERY DATE 01/30/2025 — **Quantity** 2 KG **Gross Weight:** 1.324 KG / 2.919 LB **Net Weight:** 1.200 KG / 2.646 LB HAZARDOUS GOODS INFO Not regulated for transport			

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES **FilmTec Corporation**	**Document Date** 01/31/2025	**Order Number** 41172558
	Customer P.O. number Qte-01-28-25-3	01/28/2025

Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
50	12038853 C-CLIP, MODULE, NYLON	50 EA	0.01 USD / EA	0.50 USD
	ESTIMATED DELIVERY DATE 02/04/2025 — Quantity 50 EA			
	Gross Weight: 1.000 KG / 2.205 LB **Net Weight:** 1.000 KG / 2.205 LB **No. of Pkgs:** 50 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
	Subtotal			**178,644.50**
	0.00 % Sales Tax (State) **396005387**			**0.00**
	0.00 % Sales Tax (Local) **396005387**			**0.00**
	Total			**178,644.50 USD**

Total
Gross Weight: **1,982.228 KG / 4,370.068 LB**
Net Weight: **1,874.392 KG / 4,132.330 LB**
Total number of Pieces: **818**

INFORMATION:
CUSTOMER CONTACT:

Vince Hyde (Plant Super)
715-292-1583
vhyde@coawi.org

*THE PRICE SHOWN MAY NOT INCLUDE ALL REQUIRED CHARGES. THE INVOICE PRICE WILL GOVERN ALL SALES MADE. The price effective at the time of shipment/delivery will be applicable to your order, regardless of the price shown on this document.

Regardless of the title of, or any delivery date or other statements or descriptions,THIS CONFIRMATION/ORDER ACKNOWLEDGEMENT CONSTITUTES RECEIPT OF YOUR ORDER ONLY AND DOES NOT CONSTITUTE ACCEPTANCE. UPON ACCEPTANCE AND DELIVERY OF PRODUCTS BY SELLER, THE SALE WILL BE SUBJECT TO THE ATTACHED CONDITIONS OF SALE OR THE PROVISIONS OF ANY SIGNED WRITTEN CONTRACT BETWEEN US THAT COVERS THIS SHIPMENT. THIS CONFIRMATION LIMITS ANY ACCEPTANCE BY BUYER OF THIS CONFIRMATION TO THE TERMS OF THE CONFIRMATION AND CONDITIONS SELLER'S ACCEPTANCE OF TERMS PROVIDED BY BUYER TO BUYER'S ACCEPTANCE OF ALL TERMS PROVIDED BY THIS CONFIRMATION, WHETHER SUCH TERMS ARE ADDITIONAL TO OR DIFFERENT FROM BUYER'S TERMS OR

FILMTEC CORPORATION
5400 DEWEY HILL RD
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UNITED STATES

FilmTec Corporation

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Qte-01-28-25-3	01/28/2025

Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
	OTHERWISE. SUBJECT TO ANY SIGNED WRITTEN CONTRACT BETWEEN THE PARTIES COVERING THE SHIPMENT, THIS CONFIRMATION PREVAILS OVER ANY TERMS CONTAINED IN ANY OTHER BUYER DOCUMENTS, TO WHICH SELLER HEREBY OBJECTS, AND THE PARTIES EXPRESSLY EXCLUDE FROM THEIR AGREEMENT ANY TERMS IN ANY DOCUMENT PROVIDED BY BUYER.			

CONTACT: John Shibilski JOHN.SHIBILSKI@DUPONT.COM
Ph.: Fax:

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES ***FilmTec Corporation***	**Document Date** 01/31/2025	**Order Number** 41172558
	Customer P.O. number Qte-01-28-25-3	01/28/2025

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.

2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.

3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.

4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.

6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.

7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.

8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.

9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.

11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.

13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. https://www.dupont.com/privacy.html

16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07