



Harbor Commission Meeting

Wednesday, May 14, 2025

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

6:00 PM

Take notice that a meeting of the Harbor Commission will be held in- person in the City Hall Council Chambers on **Wednesday, May 14, 2025** at **6:00 PM**.

The following items will be considered:

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Approve December 12, 2024 Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. OLD BUSINESS

- a. Boat Launch Update
- b. Fuel System Update
- c. Review Financial Statement

6. NEW BUSINESS

- a. Manager's Report

7. ADJOURNMENT

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

It is possible that a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact the City of Ashland Clerk's Office at 715 -682-7071.

HARBOR COMMISSION MEETING MINUTES: **Thursday, December 12, 2024**

1. CALL TO ORDER

a. Roll Call

PRESENT: Smiles, Leino, Lewis, Yankee

ABSENT: Mathias (Excused)

ALSO PRESENT: Scott Stegmann (Marina Manager)

2. APPROVAL OF AGENDA

Motion to approve agenda: Leino
Second: Yankee
Vote: Passes Unanimously (Voice)

3. APPROVAL OF MINUTES

a. Approve August 13, 2024 Harbor Commission Minutes

Motion to approve the minutes: Leino
Second: Lewis
Vote: Passes Unanimously (Voice)

4. CITIZEN PARTICIPATION PERIOD

No members of the public present.

5. FINANCIAL STATEMENT REVIEW

a. Review Financial Statement

Stegmann reviewed the statement with the Commission. Report showed about \$73,000 in a net profit on the year, a few more bills are expected to come in, but nothing that should close the gap significantly. Lewis asked about the Professional Services and what that was. Stegmann explained that a majority of that cost was for the fuel system and to remove the "red tag" from the state inspectors. A firm was hired to clear that up. Stegmann also reported on the cash flow statement that expected work on the fuel tanks is still coming in the new year.

Motion to approve the financial statement: Yankee

Second: Lewis
Vote: Passes Unanimously (Voice)

6. OLD BUSINESS

- a. Approve Change Order: #0077361 Fuel System; Additional Concrete Adjacent to Building.

Stegmann stated the change order was to pour additional concrete to replace asphalt between the new pad and the marina building that was torn up and would not drain properly, so the contractor poured the area since the crew was there.

Motion to approve the change order: Smiles
Second: Lewis
Vote: Passes Unanimously (Voice)

A question was asked about the specifics of the tank. Stegmann explained the tank is above ground, and is about 30 feet long x 6-8 ft in diameter, two chambers for gas and diesel.

- b. Boat Launch Update

Stegmann reported that the City has received a grant from the Wisconsin Waterways Commission and the Joint Finance Committee for just over \$1 Million for the boat launch. The Engineer the city had done the engineering of the initial plans is now engaged in a lawsuit with the City regarding the Bay View Pier design, and Stegmann said they would not be continuing on this project. The City put out a request for qualified engineers and received two responses; one from Smith Group in Madison, and Barr in Duluth. Smith Group already has experience with the site as they assisted with the SuperFund Site, and they were selected for the project.

No action taken.

7. NEW BUSINESS

- a. Manager's Report

- Reported about the City Administrator's desire to have all departments set goals to achieve in the next year.
- Start a weekly marina newsletter, goal is to improve communication with customers in the marina. Accessed through a QR code. Also using it to take payments for the boat launch.
- The Wifi upgrade was well received by the customers at the marina. There were only two outages that were out of our control.
- West side of the Marina building roof was replaced with a steel roof.
- Boat Launch maintenance completed by volunteers and staff
- New concrete pad for the launch lift.

- Fuel system upgrades nearing the finish line.
- Security system was updated, four new cameras outside, new cameras inside, and software. Customers asking for a live feed for the marina.
- Grounds maintenance is an issue that requires improvement. Stegmann is working with Public Works to make those improvements.

Leino asked if Stegmann sees room for additional growth? The city is looking at utilizing the basin of the SuperFund site, potentially put in a floating dock to bring more people to the marina. Stegmann said the last two years has been at about 90% occupancy. About 50% of the regular occupants are from the Twin Cities. Stegmann is going to attend the Duluth Boat Show and the other partnerships they have engaged with to get the Marina's name and image out there. He's optimistic that more and more people will be using the facilities, especially when the boat launch is completed.

8. ADJOURNMENT

Motion to Adjourn: Smiles
Second: Yankee
Vote: Passes Unanimously (Voice)



April 3, 2025

Mr. Scott Stegmann
601 W. Main Street
Ashland, WI 54806

SUBJECT: Ashland Marina – Site Investigation Proposal

Dear Scott,

On behalf of REI Engineering, Inc, we thank you for the opportunity to present this proposal for Site Investigation work at the property at 301 Ellis Avenue North, Ashland, WI 54806

This proposal describes our understanding of the project, defines the scope of work, and provides you with an estimate of the cost of our services. Should this proposal fully meet the project needs, a professional services agreement is attached for your signature.

Thank you again for your time and consideration. We look forward to working with you on this project.

Sincerely,

Kaylin Felix

Kaylin Felix
Hydrogeologist
REI Engineering, Inc.
Kfelix@REIengineering.com

715-675-9784



Ashland Marina – Site Investigation Proposal

301 Ellis Avenue North
Ashland, WI 54806



PROJECT PROPOSAL

04·03·2025

PREPARED FOR • Scott Stegmann

601 W. Main Street
Ashland, WI 54806



OUR STORY

REI Engineering was formed in 1991 to provide support to Northwest Petroleum Service in the fueling and service station industry. To assist in those efforts, REI's primary focus involved site surveying, site plan development, environmental services involving underground fuel tanks and fuel systems, and construction staking. Since that time, REI has expanded into a diverse group of innovative and inspired professionals who consistently exceed client expectations. We offer the ability to provide the following services for our clients:

- *Civil Engineering*
- *Development Planning*
- *Site Selection/Due Diligence*
- *Landscape Design*
- *Environmental Consulting*
- *Regulatory Compliance Consulting*
- *Emergency Response*
- *Safety Consulting*
- *Land Surveying*
- *Construction Staking*
- *Construction Engineering*
- *Construction Oversight*

OUR TEAM

Locally owned and operated under one roof within the Central Wisconsin (Wausau) Area, our team's client base includes various school districts, public entities, both state and local, and private entities such as developers, landowners, contractors, banks, attorneys, industrial, commercial, and agricultural clients. REI's staff maintains numerous licenses and certifications in the survey, civil engineering, construction, and environmental consulting industries; and we maintain knowledge of the codes and regulations that affect our clients. In addition to our own project experts, we have aligned ourselves with a variety of subconsultants who share in our goal of providing quality and timely service to our clients. These subconsultants help expand upon the project expertise and work seamlessly with REI staff members.

OUR COMMITMENT

We always take the time to listen while focusing foremost on the client's needs, then make it a priority to deliver high quality work, responsive communication and staying within budget. This value has earned high praises resulting in many repeat clients and referrals over the years. We are always committed to delivering an effective and efficient design solution that will serve as a roadmap for the future enhancement of any project we take on.

INTRODUCTION

REI Engineering, Inc. (REI) is pleased to submit a proposal for Site Investigation work at 301 Ellis Avenue North, Ashland, WI. REI understands that a Tank System Assessment (TSSA) was completed at the Subject Property. A petroleum release to the environment from the former underground fueling system was confirmed during the completion of the TSSA and subsequent hand-auger project. Analyte concentrations of benzene were identified in piping sample P-6 exceeding the NR720 Groundwater Pathway Protection RCLs. This is the only location that identified an exceedance of the NR720 Groundwater Pathway Protection RCLs during the TSSA. The Wisconsin Department of Natural Resources (WDNR) issued a Responsible Party (RP) letter to Ashland Marina on March 27, 2025, requiring an investigation into the degree and extent of the petroleum release. Timelines for completion are outlined in the attached RP letter.



WORK SCOPE

1. Prepare a Site Investigation Workplan (SIWP) and submit it to WDNR.
2. REI will arrange for a public utility locate a minimum of three (3) days in advance of the site work.
3. Mobilize to the Subject Property with Geoprobe soil boring contractor to advance hydraulic push soil borings.
4. The advancement of three (3) soil borings for the Subject Property based on the completed site work completed at the property.
5. Borings will be advanced to the north, east, and south of the piping sample P-6. The borings will be advanced to a depth sufficient to encounter groundwater which is expected to be within twelve (12) feet below ground surface (bgs.) Photographs of the boring locations will be taken for documentation purposes and locations measured from known site features to be accurately located on site maps.
6. REI will field screen soil samples using a Photoionization detector (PID) to detect the presence of organic vapors in the soil. Up to two (2) soil samples will be collected from each boring and submitted to a state certified laboratory for analysis of Petroleum Volatile Organic Compounds and Naphthalene (PVOC+N).
7. REI will collect three (3) groundwater samples from select borings. Groundwater samples will be submitted to a certified laboratory for analysis of PVOC+N.
8. Upon completion of the fieldwork, REI will prepare a report summarizing findings, conclusions, and recommendations for the Subject Property. The report will include figures identifying the site location and locations of the soil borings advanced on the Subject Property. The report will include tabulated analytical results, photographs, and laboratory analytical reports.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule.

PROPOSED FEES

REI's scope of services and deliverables for this project are limited to the tasks outlined in this proposal document titled Ashland Marina – Site Investigation, dated April 3, 2025. Services provided by REI will be reimbursed by the Client on a Time and Materials basis in accordance with the current REI rate schedule. The fee will be invoiced upon completion of the project.

| | |
|---|------------|
| Laboratory Costs (Pace Analytical) | \$528.00 |
| Hydraulic Push Soil Borings (Geiss Soil & Samples LLC.) | \$2,530.00 |
| Project Management, and documentation report (REI) | \$2,035.00 |
| Field Activities, equipment and supplies (REI) | \$1,577.00 |

| | |
|-------------------------|-------------------|
| TOTAL FEES | \$6,670.00 |
| <i>ADVANCED PAYMENT</i> | <i>\$3,000</i> |

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables detailed in this proposal; that it is premised upon the Client representations set forth herein; and that it is subject to the General Conditions incorporated herein.

CLIENT • Ashland Marina

REI ENGINEERING

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Kaylin Felix

Phone Number: _____

Phone Number: (715) 675-9784

Date: _____

Date: 04/03/2025

GENERAL CONDITIONS

PART I: SERVICES AND DELIVERABLES

REI Engineering, Inc. (“REI”) agrees to provide to Client the services and deliverables (the “Services and Deliverables”) enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the “Agreement”) subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client’s request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI’s then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI’s completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by “Diggers Hotline” or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client’s failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client’s sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services’ and Deliverables’ intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI’s services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI’s fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created

or developed by REI pursuant to this Agreement (collectively, the “Documents and Data”), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising from or due to, in whole or in part, such subcontractor’s or contractor’s work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI’s aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI’s professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client’s construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys’ fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI’s own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.



March 27, 2025

Scott Stegmann
City of Ashland
601 Main Street West
Ashland, WI 54806

Subject: Reported Contamination at Ashland Marina, Ashland, Wisconsin
DNR BRRTS Activity # 03-02-595900

Dear Mr. Stegmann:

On December 3, 2024, Kaylin Felix of REI Engineering (REI), on behalf of the City of Ashland, submitted a Tank System Site Assessment (TSSA) to the Wisconsin Department of Natural Resources (DNR) and requested that the site be closed with no action required. The TSSA described the removal two 4,000-gallon underground storage tanks (USTs) and the collection of a total of 22 soil samples. The benzene result from one soil sample (P-6) was j-flagged and exceeded the soil to groundwater residual contaminant level (RCL). An additional soil sample (P-6A) was collected from the same location, and benzene results again exceeded the soil to groundwater RCL. The DNR reviewed the analytical results on February 13, 2025, and determined that a release to the environment had occurred and that further investigation is required.

Information submitted to the DNR regarding this site indicates you are responsible for the discharge of a hazardous substance or other environmental pollution (hereafter referred to as “contamination”) at the above-described site. “Site” refers to the property where the contamination occurred and any other property it has migrated to, as defined in Wisconsin Administrative Code (“Wis. Admin. Code”) § NR 700.03(56).

This letter explains how to initiate the investigation and cleanup of contamination of the site, and how to access further information and assistance from the DNR. The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs to investigate and clean up the contamination.

Legal Responsibilities:

Persons meeting the definition of “responsible party” under Wis. Admin. Code § NR 700.03(51) must follow applicable law to address the discharge of a hazardous substance to the environment or other environmental pollution. Wisconsin Statutes (“Wis. Stat.”) ch. 292 and Wis. Admin. Code chs. NR 700-799 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure.

Special Vapor Intrusion Concern with Trichloroethylene:

Contamination that includes trichloroethylene (“TCE”), a chlorinated solvent and common degreaser, is of special concern from a human health perspective due to its potential for acute (short-term) health risks at relatively low concentrations in air. TCE is also a breakdown product of tetrachloroethylene (“PCE,” also known as “Perc”), a historically common dry-cleaning chemical. Vapors can travel from contaminated soil or groundwater and along

preferential pathways, such as within sewer lines, and enter occupied buildings. This is known as vapor intrusion (VI). Screening for VI must be conducted at every contaminated site in Wisconsin, as defined in Wis. Admin. Code § 716.11(5)(a). However, when TCE is present, screening for VI should be made a priority and an interim action under Wis. Admin. Code § NR 708.11 may be necessary. For an overview on VI, see *What is Vapor Intrusion?* (RR-892). For more information, go to dnr.wi.gov and search “vapor.” Additional technical guidance on VI is available in *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin* (RR-800).

General Recommendations for Responsible Parties:

The DNR recommends that you:

1. Hire a Qualified Environmental Consultant

To ensure response actions you plan to undertake comply with Wisconsin law, you should hire an environmental consultant within **30 days**, by April 28, 2025, to meet the regulatory deadlines listed below. A delay in hiring an environmental consultant could result in you missing key submittal deadlines.

Hiring a consulting firm with staff that have the appropriate state of Wisconsin qualifications to supervise and certify the submittals is a critical component and necessary to meet your requirements. Further, an environmental consultant should be knowledgeable of Wisconsin’s technical procedures and laws, and be able to answer questions regarding cleanup requirements. Required qualifications for environmental consultants are specified in Wis. Admin. Code ch. NR 712. See Wis. Admin. Code ch. NR 712 Qualifications and Certifications (RR-081), for more information.

2. Properly Submit Reports on Time with Required Information Included

Wisconsin law includes timeframes for submitting technical documents and conducting work, as well as specifications for what should be included in those submittals. This letter provides a general overview of the timeframes and first steps to take for site investigation and cleanup. For an overview of timing requirements, please refer to *NR 700 Process and Timeline Overview* (RR-967).

The DNR developed the publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program* (RR-690), to assist responsible parties and consultants in properly submitting documents. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals.

3. Consider the Benefits of a Fee-based Technical Review of your Submittals

In-depth DNR review of technical reports and submittals is available for a fee. The Remediation and Redevelopment (RR) Program project managers are available throughout the process to answer general questions and provide general input as the site moves toward case closure. However, if you want a formal, written response from the DNR or a meeting with the DNR, a review fee will be required in accordance with Wis. Admin. Code ch. NR 749. Obtaining technical assistance from DNR project managers throughout the process is an effective way to prevent problems and delays at the end of the process when case closure is requested. Forms, a fee schedule, and further information on technical assistance is available at dnr.wi.gov by searching “brownfield fees.”

Required Steps to Take and Documents to Submit:

The steps listed below serve as a general overview only — all mandatory steps and submittals specified in Wis. Admin. Code, chs. NR 700-799 must be met before the DNR can grant case closure, which is a determination by the DNR that no further cleanup is necessary at a site, as defined in Wis. Admin. Code § NR 700.03(3m).

1. **Scoping and Work Plan Submittal – NR 716.07 and 716.09:** The law requires that you appropriately scope your site investigation and submit a work plan within **60 days of this notification**, by May 26, 2025, for completing a site investigation. The work plan must comply with the requirements in Wis. Admin. Code, chs. NR 700-799. For additional assistance, visit dnr.wi.gov and search “site investigation scoping.”

Per Wis. Admin. Code § NR 716.07 and Wis. Admin. Code § NR 716.09, site investigation scoping and work plans should include an evaluation of the history of the site or facility, including industrial, commercial, or other land uses that may have been associated with one or more hazardous substance discharges at the facility. In addition, an evaluation of the history of previous hazardous substance discharges or environmental pollution, the location of the site or facility, and its proximity to other sources of contamination must be included. Site investigation work plans should also include a sampling and analysis strategy to be used during field investigation that considers all information in the evaluation conducted under Wis. Admin. Code § NR 716.07. Emerging contaminants discharged to the environment, including perfluoroalkyl and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, meet the definition of a hazardous substance or environmental pollution under Wis. Stat. § 292.01 and must be considered during site investigation scoping.

Prior to and during a site investigation, you must evaluate whether any interim actions are needed to contain or stabilize a hazardous substance discharge or environmental pollution, pursuant to Wis. Admin. Code § NR 708.11. If you undertake an interim action (*e.g.*, free product removal), you must submit documentation of the action per Wis. Admin. Code § NR 708.15.

As you develop the site investigation work plan, you must include an assessment of the vapor intrusion pathway. Wis. Admin. Code § NR 716.11(5) outlines the requirements for when to evaluate for the presence of vapors in the sub-surface and in indoor air. The results and conclusions from the vapor assessment must be included in the Wis. Admin. Code § NR 716.15 site investigation report. *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin* (RR-800) is available to help responsible parties and their consultants comply with these requirements.

2. **Field Investigation – NR 716.11:** Following submission of the work plan, the site investigation must be started within the timeframe provided under law. The timeframe varies depending on whether you are requesting the DNR’s fee-based review of the work plan. If you do not request a fee-based review of the work plan, you must initiate the field investigation within 90 days of submitting the work plan, and you may proceed with the field investigation upon DNR notification to proceed; however, if the DNR has not responded within 30 days from submittal of the work plan, you may then proceed with the field investigation. If a fee and request for DNR review of the work plan is submitted, the field investigation must begin within 60 days after receiving DNR approval.
3. **Sample Results Notification Requirements – NR 716.14:** You must report sampling results to the DNR, owners, occupants, and various other parties within 10 business days after receiving the sampling results, unless a different timeframe is approved by the DNR, in accordance with Wis. Admin. Code § NR 716.14.
4. **Site Investigation Report – NR 716.15:** Within 60 days after completion of the field investigation and receipt of the laboratory data, the law requires you to submit a Site Investigation Report (SIR) to the DNR. As part of the SIR or in the Remedial Actions Options Report (RAOR), if there is soil contamination, the responsible party shall identify the current land use (*i.e.*, industrial or non-industrial) and zoning for the site or facility in accordance with Wis. Admin. Code § NR 720.05(5). Also, as part of the SIR or in the RAOR, you must include any interim action report that may be required under Wis. Admin. Code § NR 708.15.

5. **Remedial Actions Options Report – NR 722**: Within 60 days after submitting the SIR, the law requires you to submit a RAOR. The selected remedy in the RAOR should include an evaluation of green and sustainable remediation criteria, as appropriate, as required by Wis. Admin. Code § NR 722.09(2m). This may be submitted as part of a broader SIR.
6. **Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724**: Unless otherwise directed by the DNR, the responsible party shall submit all plans and reports required by Wis. Admin. Code ch. NR 724.
7. **Notification of Residual Contamination or Continuing Obligations – NR 725**: In situations where notification is required, the responsible party must provide a submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure, as required by Wis. Admin. Code ch. NR 725 and § NR 726.13(1)(d).
8. **Semi-Annual Reporting – NR 700.11**: Wis. Admin. Code § NR 700.11(1)(a) requires responsible parties to submit semi-annual site progress reports to the DNR until case closure is granted. The reports summarize the work completed over six months and additional work planned to adequately complete the response action at the Site. Consultants may submit these reports on behalf of responsible parties. These reports are due in January and July of each year. Please refer to DNR publication *NR 700 Semi-Annual Site Progress Report* (RR-082), for more information.

Submittals required under Wis. Admin. Code chs. NR 700-799

These documents, as applicable, must be submitted to the DNR prior to the responsible party requesting case closure, unless otherwise directed by the DNR:

- Ch. NR 708 reports and documentation for any immediate or interim actions.
- Ch. NR 712 professional certifications and signatures are included with applicable submittals.
- Ch. NR 716 work plan(s) and site investigation report.
- Ch. NR 722 remedial action options report (exception is for Dry Cleaners Environmental Response Fund sites), with the selected remedial action identified.
- Ch. NR 724 design, construction documentation, operation, maintenance and monitoring plans and reports, including vapor mitigation commissioning.
- Ch. NR 725 submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to requesting case closure.
- If requesting case closure, the Ch. NR 726 case closure form and documentation substantiating compliance with the NR 700 rule series.
- Ch. NR 749 fees have been paid, as applicable, including closure and database fees.
- Ch. NR 700 semi-annual site progress reports starting six months after notification.

Additional Information:

The DNR tracks information on all cleanup sites in a DNR database available at dnr.wi.gov by searching “BOTW.” The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this Site is listed at the top of this letter. You may view information related to your Site on this database at any time.

All correspondence regarding this Site should be directed to:

Jeff Paddock
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
Rhineland, WI 54501
Jeffrey.Paddock@Wisconsin.gov

To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

Submittals required under the NR 700 rule series should be sent to the DNR using the RR Program Submittal Portal at dnr.wi.gov by searching “RR submittal portal” (<https://dnr.wi.gov/topic/Brownfields/Submittal.html>). Questions on using this portal can be directed to the project manager below or to the RR Program Specialist for the regional DNR office. Visit dnr.wi.gov, search “RR contacts”, and then select the RR Program Specialists tab. (<https://dnr.wi.gov/topic/Brownfields/Contact.html>).

For information on selecting a consultant, seeking financial assistance, and understanding the investigation and cleanup process, please visit the DNR’s Remediation and Redevelopment Program web page at dnr.wi.gov and search “Brownfields”. Information regarding review fees, liability clarification letters, post-cleanup liability, and more is also available.

If you have questions, please call Jeff Paddock at 715-828-8544 or Jeffrey.Paddock@wisconsin.gov for more information.

Thank you for your cooperation.
Sincerely,



Jeff Paddock
Spills Coordinator/Project Manager - Remediation & Redevelopment Program
Northern Region

cc: Kaylin Felix – REI Engineering

On-line Resources:

These DNR fact sheets can be obtained by visiting the DNR website at dnr.wi.gov and searching the DNR publication number (RR-xxx). For information on general permits, search using “wastewater general permits.”

- RR-967, *NR 700 Process and Timeline Overview*
- RR-674, *Environmental Contamination Basics*
- RR-082, *NR 700 Semi-Annual Site Progress Report*

CITY OF ASHLAND - Marina - Budget Comparison
For the Period January 1 - April 30, 2025
PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

| | <u>2025 Adopted</u> <u>Budget</u> | <u>Actual</u> | <u>Remaining</u> <u>Budget</u> |
|--------------------------------------|--------------------------------------|-----------------|-----------------------------------|
| Revenues | | | |
| Operating | | | |
| Boat Launch Fees | \$ 6,500.00 | \$ 1,023.59 | \$ 5,476.41 |
| Marina Revenues | 248,400.00 | 12,002.70 | 236,397.30 |
| Total Operating Revenues | 254,900.00 | 13,026.29 | 241,873.71 |
| Other Revenues | | | |
| Interest | 90.00 | 0.00 | 90.00 |
| Insurance Refund-storage tank policy | | 2,562.15 | (2,562.15) |
| Insurance Div/Donations | 540.00 | 0.00 | 540.00 |
| Total Other Revenues | 630.00 | 2,562.15 | (1,932.15) |
| Total Revenues | \$ 255,530.00 | \$ 15,588.44 | \$ 239,941.56 |
| Operating Expenditures: | | | |
| Wages | 96,890.00 | 10,912.21 | 85,977.79 |
| Overtime | 1,000.00 | - | 1,000.00 |
| Longevity Pay | 2,620.00 | - | 2,620.00 |
| Payroll Taxes | 8,115.00 | 834.80 | 7,280.20 |
| Retirement | 4,735.00 | 719.95 | 4,015.05 |
| Life Insurance | 210.00 | 67.60 | 142.40 |
| Workers Comp | 2,955.00 | - | 2,955.00 |
| Unemployment Comp | 6,500.00 | - | 6,500.00 |
| Professional Services | 750.00 | 360.00 | 390.00 |
| Water/Sewer | 2,600.00 | 233.20 | 2,366.80 |
| Electricity | 5,950.00 | 356.42 | 5,593.58 |
| Telephone | 2,680.00 | 905.84 | 1,774.16 |
| Natural Gas & Fuel Oil | 1,900.00 | 399.62 | 1,500.38 |
| Office Supplies/Postage | 500.00 | - | 500.00 |
| Advertising/Publishing | 2,000.00 | 294.51 | 1,705.49 |
| Travel / Training | 1,250.00 | 330.84 | 919.16 |
| Operating Supplies | 2,750.00 | 346.58 | 2,403.42 |
| Goods-Resale | 4,000.00 | 86.76 | 3,913.24 |
| Gas & Oil | 38,500.00 | - | 38,500.00 |
| R&M- Heavy Equipment | 2,750.00 | - | 2,750.00 |
| R&M- Equipment | 2,750.00 | - | 2,750.00 |
| R&M- Pontoon Deck | - | - | - |
| R&M- Boat Launch | - | - | - |
| R&M-Buildings | 1,550.00 | - | 1,550.00 |
| R&M-Land Improvements | 1,900.00 | - | 1,900.00 |
| R&M-Dock | 2,100.00 | - | 2,100.00 |
| R&M-Nav Aids | 200.00 | - | 200.00 |
| R&M-Fuel Dispenser | 1,275.00 | - | 1,275.00 |
| Miscellaneous | 500.00 | - | 500.00 |
| Bank Service Charges | 550.00 | - | 550.00 |
| Property Insurance | 8,350.00 | - | 8,350.00 |
| Liability Insurance-storage tank | 500.00 | - | 500.00 |
| Liability Insurance-general | 3,720.00 | - | 3,720.00 |
| Total Operating Expenditures | 212,050.00 | 15,848.33 | 196,201.67 |
| NET OPERATING INCOME (LOSS) | 43,480.00 | (259.89) | 43,739.89 |

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CITY OF ASHLAND - Marina - Budget Comparison
For the Period January 1 - December 31, 2024
PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

| | 2024 Adopted <u>Budget</u> | <u>Actual</u> | Remaining Budget |
|-------------------------------------|---------------------------------------|-------------------------|-----------------------------|
| Revenues | | | |
| Operating | | | |
| Boat Launch Fees | \$ 6,500.00 | \$ 6,556.34 | \$ (56.34) |
| Marina Revenues | <u>247,000.00</u> | <u>271,304.23</u> | <u>(24,304.23)</u> |
| Total Operating Revenues | <u>253,500.00</u> | <u>277,860.57</u> | <u>(24,360.57)</u> |
| Other Revenues | | | |
| Interest | 90.00 | 4,688.72 | (4,598.72) |
| Insurance Div/Donations \$850 | <u>540.00</u> | <u>1,420.00</u> | <u>(880.00)</u> |
| Total Other Revenues | <u>630.00</u> | <u>6,108.72</u> | <u>(5,478.72)</u> |
| Total Revenues | <u>\$ 254,130.00</u> | <u>\$ 283,969.29</u> | <u>\$ (29,839.29)</u> |
| Operating Expenditures: | | | |
| Wages | 95,835.00 | 89,632.22 | 6,202.78 |
| Overtime | 275.00 | 1,170.75 | (895.75) |
| Longevity Pay | 2,545.00 | 2,507.09 | 37.91 |
| Payroll Taxes | 7,430.00 | 6,258.54 | 1,171.46 |
| Retirement | 4,565.00 | 4,275.24 | 289.76 |
| Life Insurance | 210.00 | 198.80 | 11.20 |
| Workers Comp | 3,040.00 | 2,985.46 | 54.54 |
| Unemployment Comp | 6,500.00 | - | 6,500.00 |
| Professional Services | 1,000.00 | 3,584.30 | (2,584.30) |
| Water/Sewer | 2,200.00 | 2,015.31 | 184.69 |
| Electricity | 5,000.00 | 5,404.00 | (404.00) |
| Telephone | 2,680.00 | 2,575.52 | 104.48 |
| Natural Gas & Fuel Oil | 1,900.00 | 2,419.07 | (519.07) |
| Office Supplies/Postage | 700.00 | 64.95 | 635.05 |
| Advertising/Publishing | 2,000.00 | 867.90 | 1,132.10 |
| Travel / Training | 1,500.00 | - | 1,500.00 |
| Operating Supplies | 2,750.00 | 3,632.27 | (882.27) |
| Goods-Resale | 4,000.00 | 6,764.26 | (2,764.26) |
| Gas & Oil | 36,000.00 | 32,717.68 | 3,282.32 |
| R&M- Heavy Equipment | 2,750.00 | - | 2,750.00 |
| R&M- Equipment | 2,750.00 | 6,839.33 | (4,089.33) |
| R&M- Pontoon Deck | - | 5,437.22 | (5,437.22) |
| R&M- Boat Launch | - | 1,933.30 | (1,933.30) |
| R&M-Buildings | 1,550.00 | 237.82 | 1,312.18 |
| R&M-Land Improvements | 1,800.00 | 1,656.95 | 143.05 |
| R&M-Dock | 1,275.00 | 2,767.21 | (1,492.21) |
| R&M-Nav Aids | 200.00 | 244.50 | (44.50) |
| R&M-Fuel Dispenser | 1,275.00 | 3,756.14 | (2,481.14) |
| Miscellaneous | 1,600.00 | - | 1,600.00 |
| Bank Service Charges | 1,450.00 | - | 1,450.00 |
| Property Insurance | 8,100.00 | 9,075.00 | (975.00) |
| Liability Insurance-storage tank | 2,900.00 | 540.00 | 2,360.00 |
| Liability Insurance-general | 1,000.00 | 3,730.11 | (2,730.11) |
| Total Operating Expenditures | <u>206,780.00</u> | <u>203,290.94</u> | <u>3,489.06</u> |
| NET OPERATING INCOME (LOSS) | <u>47,350.00</u> | <u>80,678.35</u> | <u>(33,328.35)</u> |

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