

ASHLAND CITY COUNCIL MEETING
Tuesday, March 13, 2018 - 6:15 P.M.
Ashland City Hall Council Chambers

Please turn off all cell phones during the meeting.

1 CALL TO ORDER

- A. Roll Call
- B. Moment of Silence
- C. Pledge of Allegiance

2. APPROVAL OF AGENDA (Voice)

3. APPROVAL OF MINUTES of the February 27, 2018 Council and Committee of the Whole Meetings
(Voice)

4. CITIZEN PARTICIPATION PERIOD (Clerk reads rules prior to public comments)

5. MAYOR'S REPORT

- A. Appointments

2018-2019 Election Inspector

Bill Metzinger

6. CONSENT AGENDA (*Includes items that were unanimously approved by Committee of the Whole*)
(Voice)

- A. Miscellaneous Minutes
- B. Planning and Development Report – February, 2018

7. OLD BUSINESS

- A. Discussion and Possible Action Regarding the VFW and American Legion Acquiring the Chequamegon Bay Engineering Building at 211 6th Street West (*Councilor Kinney*)

8. NEW BUSINESS

- A. Approve to Accept a Grant Award From Wisconsin Department of Natural Resources Recreational Trails Program for the City of Ashland Waterfront Trail Repair (*Parks & Rec*)
(Roll)
- B. Approve a Resolution to Approve the Sale of City-Owned Land, Parcel #201-01224-0000, to Marlene Martin (*Planning*) **Roll**
- C. Approve the State Municipal Agreement (SMA) Mill and Overlay and the State/Municipal Maintenance Agreement (SMMA) for the State Hwy 112 Project (*Public Works*) **Voice**

- D. Approve to Award the Base Bid Contract to Jake's Excavating & Landscaping, LLC for the 6th Street East Reconstruction Project (*Public Works*) **Roll**

9. CLOSED SESSION

- A. CLOSED SESSION per Wisconsin Statute 19.85(1)(b) and (1)(c) "to consider dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission, or the investigation of charges against such person," and "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (*Reporting to the City Council on disciplinary action taken by City Administration with regard to the former Public Works Director; not an evidentiary hearing. The Council will not be asked to take any final action.*) (*Administrator*) **(Roll)**
- B. Return to Open Session
- C. Action and/or Reporting on Closed Session Discussion and Action

10. ADJOURNMENT

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

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

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PRESENT: Richard Ketring, Ella Teague, Kate Ullman, Carl Doersch, David Mettille, Pat Kinney, Charles Ortman, Donna Williamson, Dick Pufall, Jackie Moore

EXCUSED: Holly George

ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, Parks & Recreation Director Sara Hudson, Planning & Development Director April Kroner, Fire Captain David Wegner, and Other Concerned Citizens

Agenda Item 1: Call to Order

Appointed Councilors Oath of Office was given by the Clerk. Roll Call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

Agenda Item 2: Approval of Agenda

Mettille moved, Teague seconded a motion to approve the agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 3: Approval of Minutes of the February 13, 2018 Council and Committee of the Whole Meetings

Doersch moved, Moore seconded a motion to approve the minutes of the February 13, 2018 Council and Committee of the Whole meetings as presented. The motion carried unanimously by voice vote.

Agenda Item 4: Citizen Participation Period

Frank Kostka, 421 W. Lake Shore Drive, encouraged Council to support the veterans of the VFW and the community by asking for consideration of potentially gifting the VFW the facility at 211 6th Street West.

Other citizens asked to wait to speak until the Committee of the Whole meeting was in session. This was approved by the Mayor and the Council President.

Agenda Item 5: Mayor's Report

Mayor Lewis pointed out that City Administrator Mary Garness was out of town for this meeting, and City Attorney David Siegler was unable to attend tonight as he was ill. Lewis noted there have been two applications received for the position of City Attorney as Mr. Siegler had announced his retirement in May, 2018. In regard of the very recent tragedy in the City of Ashland, Lewis made a

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reminder of the Conversation Circle in the upcoming week at MMC. She ended with a note to the Council that the HR/Labor Attorney will be present at the March 13th Council meeting.

Agenda Item 5A: Appointments

Municipal Library Board

Rachel Coughtry, Bayfield County Rep., Term expires April 17, 2021

Mettille moved, Teague seconded a motion to approve the appointment. The motion carried unanimously by voice vote.

Agenda Item 6: Consent Agenda

Williamson moved, Moore seconded a motion to approve the Consent Agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 6A: Operator's Licenses

Sean M. Vandervort, Kenya M. McAuliffe

Agenda Item 6B: Miscellaneous Minutes

Agenda Item 7: New Business

Agenda Item 7A: Approval of an Ordinance to Amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking, to Place a Disabled Handicap Parking Sign at 408 14th Avenue West (Clerk)

A request for Ms. Nancy Nelson was forwarded to the Disabled Parking Enforcement Assistance Council to request a Handicap Parking sign at 408 14th Avenue West.

The Clerk requested approval from the Council for disabled parking signage for resident Ms. Nancy Nelson at 408 14th Avenue West.

Ortman moved, Ketring seconded a motion to approve the Ordinance to amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking, to allow a disabled handicap parking sign at 408 14th Avenue West. The motion carried unanimously by voice vote. **(File #17428)**

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Agenda Item 7B: Approval for Police Department to Purchase New Vehicle and Waiver of Advertising Requirement Per Chapter 194.04, Ashland City Ordinances (Police Department)

Each Police vehicle is driven approximately 40,000 miles per year. Each year, there is a need to replace a patrol vehicle, if not two. This year, we will be replacing a 2013 Ford Explorer as it has 120,000 miles. The 2013 squad car will be re-fitted as the Humane Officer's vehicle. The current vehicle the Humane Officer uses is a 2004 Ford Explorer with 110,000 miles. The city garage mechanics have listed this vehicle as a vehicle which should be sold as soon as possible. The 2004 vehicle will be traded-in and is listed below. The trade-in value is an estimate based off Kelly Blue Book trade-in value.

The Police Department requested waiver of Ashland City Ordinances, Chapter 194.04, requiring advertising for purchases over \$30,000. A solicitation for bid was made to each dealership in Ashland. Only one bid was submitted by Ashland Ford Chrysler.

Sec. 194.04. Purchases of more than \$30,000. Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement. This section applies to the purchase of tangible personal property and to services, but does not apply to construction contracts under sec. 62.15, Wis. Stats.

The amount requested was \$37,001.50 which is less than the amount budgeted for. The reason the amount is smaller than budgeted is due to the fact that we try and use equipment we currently have in order to defray the costs, i.e. more with less.

The purchase price of this vehicle will be taken out of Fund 462 and the setup and equipment for the vehicle will be taken from the Operating Budget Fund 100.

Purchase Price, includes fees, and plates	\$30,301.50
Labor (set up)	\$ 4,000.00
Striping Package/install	\$ 500.00
Light Bar package and push-bar lights	\$ 3,200.00
Trade-in Value 2004 Explorer	<u>\$(1,000.00)</u>
Total:	<u>\$37,001.50</u>

Ketring moved, Teague seconded a motion to approve the Police Department's request to purchase a new vehicle from Ashland Ford Chrysler for \$37,001.50, as \$29,301.50 is to be provided from the Police Department Capital Equipment Fund 462 and \$7,700.00 is to be provided from the Police Department Operating Fund 100, and to waive the advertising requirement per Chapter 194.04, Ashland City Ordinances. The motion carried unanimously by roll call vote.

Agenda Item 7C: Approve to Accept a Grant Award from Wisconsin Coastal Management for City Dock Repair Design and Engineering Documents (Parks & Rec)

The City of Ashland had requested and been awarded assistance from the Wisconsin Coastal Management Program to create design and engineering documents for the failing City Dock at Bayview Park. The grant award is for \$70,000 with a \$10,000 Waterfront Development Fund 453 match which will be used to hire a qualified firm to create design and engineering documents to fix the failing dock.

High water levels and increased wind and wave action have contributed to the undermining of the dock. This has been happening for many decades and an initial investigation in 2007 by JJR LLC stated some potential problems as to why the dock is eroding, but no design or engineering documents were created to fix the problem.

The City Dock is the western most portion of Bayview Park and is the former site of the Reiss Coal Dock #1. It has been run as a City park since the early 1980s and is a popular place for weddings, bird watching, and swimming, walking, biking and just relaxing. Stabilization of this site is recommended for continued public use and safety.

Pufall moved, Mettille seconded a motion to approve to accept a grant award from Wisconsin Coastal Management for City Dock Repair Design and Engineering in the amount of \$70,000 to be matched with \$10,000 from the Waterfront Development Fund 453. The motion carried unanimously by roll call vote.

Agenda Item 7D: Approve to Enter Into a Contract with Nordic Group for Services Related to Bayview Pier Project Phases II and III (Parks & Rec)

On February 6, 2018, five (5) bids for the Bayview Pier Project Phases II and III were publically opened at C&S Design. Nordic Group was the lowest bidder with a base bid of \$669,250.10. Reference checks have been performed and based on these conversations, both City and C&S Design staff feel that Nordic Group has the capability to do this project, and recommended contracting with the Nordic Group for Phases II and III of the Bayview Pier Project.

Five (5) Alternatives were part of the bidding package to allow for the project to be adjusted getting the final bid closer to the budgeted dollar amount. Bids came in higher than what was projected in the 2013 Bayview Pier Construction Documents.

Pufall moved, Mettille seconded a motion to approve to enter into a contract with Nordic Group for services related to the Bayview Pier Project Phases 2 and 3 in the amount of \$669,250.10, funded by grants from Wisconsin DNR Sport Fish Restoration, Wisconsin DNR Knowles-Nelson

Stewardship Program, Wisconsin Coastal Management, and the Waterfront Development Fund 453. The motion carried unanimously by roll call vote.

Agenda Item 7E: Approve the Waiver of Bidding Requirements of Chapter 194.04, Ashland City Ordinances, for the Purchase of a New Ambulance Through the Savvik Buying Group (Fire Department)

The 2018 budget provides for the purchase of an ambulance to replace the Department's 2007 ambulance. The ambulance was scheduled for replacement because of the age and increasingly high mileage, which was currently at 153,000, as well as the lack of reliability. The Fire Department desired to negotiate the purchase of a 2018 Road Rescue model rather than bidding.

The Fire Department requested approval of a waiver of Chapter 194.04, Ashland City Ordinances, for the purchase of an ambulance through Savvik Buying Group for the following reasons:

- The Department is a member of the Savvik Buying Group (Formerly North Central EMS Corporation)
- Savvik has completed the bid process with all the vendors on base ambulances
- The department has purchased through this buying group in the past (2013)
- The Fire Department intends to remount the patient compartment on a new chassis at or around 200,000 miles or 8 years. In 2008, the Department remounted Med-6 by Everest Emergency Vehicles, which has been an exceptional ambulance.
- Cost savings between 25-33%
- Anticipate up to 2 remounts
- Fire Chief's Peer group has expressed their dissatisfaction with other vendors remounts
- Excellent Customer Service and Commitment (past and present)

Chapter 194.04, Ashland City Ordinances, establishes the procedures for the purchase of equipment exceeding \$30,000 as follows:

Sec. 194.04. Purchases of more than \$30,000. Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement. This section applies to the purchase of tangible personal property and to services, but does not apply to construction contracts under sec. 62.15, Wis. Stats.

This agenda bill was not a request to authorize the purchase of an ambulance but to permit the waiver of the bidding requirement of the municipal ordinance to permit the beginning of discussions on the acquisition of the model of ambulance desired. Once specifications and a price

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were agreed upon with the manufacturer, a purchase request would be brought back to Council with a recommendation from the Fire Department.

Williamson moved, Mettillie seconded a motion to approve the request of a waiver of bidding requirements of Chapter 194.04, Ashland City Ordinances, for the purchase of a new ambulance through the Savvik Buying Group. The motion carried unanimously by voice vote.

Agenda Item 8: Adjournment

Ortman moved, Ketring seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully submitted,

Denise Oliphant
City Clerk

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PRESENT: Richard Ketring, Ella Teague, Kate Ullman, Carl Doersch, David Mettillie, Pat Kinney, Charles Ortman, Donna Williamson, Dick Pufall, Jackie Moore

EXCUSED: Holly George

ALSO PRESENT: Mayor Deb Lewis, City Clerk Denise Oliphant, Planning and Development Director April Kroner, and Other Concerned Citizens

Agenda Item 1: Roll Call

Roll call was taken by the Clerk.

Agenda Item 2: Council President’s Report

Council President passed on offering a report.

Agenda Item 3: City Administrator’s Report

City Administrator Mary Garness was not present to offer a report.

Agenda Item 4: Approval of the Agenda

Williamson moved, Ortman seconded a motion to approve the agenda as presented. The motion carried unanimously by voice vote.

Agenda Item 5: Discussion and Possible Action Regarding the VFW and American Legion Acquiring the Chequamegon Bay Engineering Building at 211 6th Street West (Councilor Kinney)

The VFW and American Legion had expressed an interest in acquiring the Chequamegon Bay Engineering building. The Chequamegon Bay Engineering building would provide improved access and use for veterans and the services that they provide to the community.

Veterans of Foreign Wars (VFW)

The information regarding the Veterans of Foreign Wars below is from <https://www.vfw.org/about-us>

Our Mission: To foster camaraderie among United States veterans of overseas conflicts. To serve our veterans, the military and our communities. To advocate on behalf of all veterans.

Our Vision: Ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of this great country.

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Who We Are

The Veterans of Foreign Wars of the United States is a nonprofit veterans' service organization comprised of eligible veterans and military service members from the active, guard and reserve forces.

We trace our roots back to 1899 when veterans of the Spanish-American War (1898) and the Philippine Insurrection (1899-1902) founded local organizations to secure rights and benefits for their service. Many arrived home wounded or sick. There was no medical care or veterans' pension for them, and they were left to care for themselves.

In their misery, some of these veterans banded together and formed organizations that would eventually band together and become known as the Veterans of Foreign Wars of the United States. After chapters were formed in Ohio, Colorado and Pennsylvania, the movement quickly gained momentum. Today, membership stands at nearly 1.7 million members of the VFW and its Auxiliary.

Our voice was instrumental in establishing the Veterans Administration, development of the national cemetery system, in the fight for compensation for Vietnam vets exposed to Agent Orange and for veterans diagnosed with Gulf War Syndrome. In 2008, we won a long-fought victory with the passing of a GI Bill for the 21st Century, giving expanded educational benefits to America's active duty service members, and members of the guard and reserves, fighting in Iraq and Afghanistan. We were the driving force behind the Veterans Access and Accountability Act of 2014, and continually fight for improved VA medical centers services for women veterans.

Besides helping fund the creation of the Vietnam, Korean War, World War II and Women in Military Service memorials, in 2005 the VFW became the first veterans' organization to contribute to building the new Disabled Veterans for Life Memorial, which opened in November 2010. And in 2015, we became the first supporter of the National Desert Storm War Memorial which is planned for construction at our nation's capital.

We have many programs and services that work to support veterans, service members and their families, as well as communities worldwide.

American Legion
(<https://www.legion.org/mission>)

The American Legion was chartered and incorporated by Congress in 1919 as a patriotic veterans organization devoted to mutual helpfulness. It is the nation's largest wartime veterans' service organization, committed to mentoring youth and sponsorship of wholesome programs in our communities, advocating patriotism and honor, promoting strong national security, and continued devotion to our fellow service members and veterans.

Hundreds of local American Legion programs and activities strengthen the nation one community at a time. American Legion Baseball is one of the nation's most successful amateur athletic programs, educating young people about the importance of sportsmanship, citizenship and fitness. The Operation

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Comfort Warriors program supports recovering wounded warriors and their families, providing them with "comfort items" and the kind of support that makes a hospital feel a little bit more like home. The Legion also raises millions of dollars in donations at the local, state and national levels to help veterans and their families during times of need and to provide college scholarship opportunities.

The American Legion is a nonpartisan, not-for-profit organization with great political influence perpetuated by its grass-roots involvement in the legislation process from local districts to Capitol Hill. Legionnaires' sense of obligation to community, state and nation drives an honest advocacy for veterans in Washington. The Legion stands behind the issues most important to the nation's veterans' community, backed by resolutions passed by volunteer leadership.

The American Legion's success depends entirely on active membership, participation and volunteerism. The organization belongs to the people it serves and the communities in which it thrives.

Doersch requested, seconded by Williamson, for Council to recognize the Veterans present to speak to Council. The motion was approved unanimously by voice vote.

Veteran Patrick Pospychalla gave a presentation to Council as to the VFW's need for a new, updated and accessible facility due to the growth of the group and the aging members who attend events at the current facility. He cited an agreement between former Ashland City Administrator Tony Murphy and the VFW regarding providing a facility for the group that was not upheld at that time.

Ortman asked of the VFW's proposal. Pospychalla responded for the City of Ashland to give the group the former Chequamegon Bay Engineering building at 211 6th Street West. The VFW intends to sell their current facility and use the proceeds for renovations to the 6th Street building. Ortman then asked what the City acquired the building for upon purchase, and Lewis replied \$150,000. Ortman finally asked if the VFW would be required to pay property taxes on the 6th Street building. As the VFW is a nonprofit group, they would not be required to pay property taxes as other for-profit businesses would according to Lewis.

Doersch referenced Ordinance 478.07 as it explains the sale of City of Ashland owned property and the procedure to do so, and Lewis expressed her concern of how this ordinance applies and wanting to be sure Council proceeds properly and lawfully.

Veteran Bob Kreinbring explained to Council the finances of the VFW as they not only rely on donations, they generously donate to other community causes.

Veteran Jason Janeczek spoke of the VFW's role in Military Honors Funerals for not only its members but any serving veteran in Ashland and several surrounding communities.

Veteran Frank Kostka pointed out that the Ashland VFW will be reaching its 100 year mark in 2019.

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Pospychalla added the growing number of students in areas schools that have gotten involved in Veterans' programs, and the growing number of members to their VFW, and the need for a larger facility to accommodate them in the future.

Doersch expressed his gratitude to the services that the VFW has provided to him as a former serviceman, but also pointed out that there is a cost to maintaining the City as well that Council is responsible for. He added that he was willing to contribute his efforts to raise funding to help the VFW in the acquisition of the desired building.

Pufall moved, Ketring seconded a motion to instruct staff to research the giving of the City-owned building at 211 6th Street West to the VFW. Kinney offered a friendly amendment of assisting in fundraising, which was accepted.

Ortman asked what cost the City has invested in the 6th Street West building. Lewis answered that the City has not made any improvements to the site. Mettillle inquired if this item would be run through the Plan Commission. Kinney felt that since the purchase from Chequamegon Bay Engineering did not, this would likely not either.

Ketring reiterated to the group that Council and the City have many priorities to keep in balance, and with that balance is a responsibility to the community. Lewis agreed that this facility is a prime location for the VFW and feels agreeable with this proposition as long as Council does not violate any laws or rules already set, and wants to do this right.

When asked by the veterans, Lewis explained Ordinance 478.07 in reference to the sale of the building and the role of the Plan Commission. She also noted that administration had not had time to research the proposal as of yet, or gotten the opinion of the City Attorney.

Williamson called the question, seconded by Pufall. The motion failed 5-6 by voice vote.

Mettillle expressed his hesitation of Council "going around" the ordinance, and agreed that this needed to be done properly and within procedure. Kinney questioned if the motion mentioned the Planning Commission or reporting to Council. As the motion was read back, there was no mention of either.

Pospychalla felt that the VFW may be able to come up with approximately \$30,000 to \$40,000 to put towards a purchase of the property.

Donna Blazek, 222 Prentice Avenue, was recognized to speak as the wife of a veteran, voiced that she would like to report back to her husband that this is a done deal.

Ullman reiterated the motion stating that she was in support of staff researching the request. Williamson called the question, seconded by Moore.

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The motion to instruct staff to research the City giving the building to the VFW, and to assist in fundraising, was carried unanimously by roll call vote.

Agenda Item 6: Discussion and Possible Action Related to Approving, Disapproving, and Waiving of Permits and Fees (Councilor Ortman)

Councilor Ortman had requested a discussion related to the approving, disapproving, and waiving of permits and fees. In particular, he was interested in determining if the City has a clear written policy and if it was uniformly applied.

Upon further questioning, Ortman explained that he has found no clear policy as to who can or cannot waive requested permits, and the reasoning to do so. Lewis explained that the ordinance is basically policy and explains by department as several departments provide different permits.

Ketring further explained that Council is the only determining body regarding permit waiving. Moore added that there are different requirements attached to the different permits and this may not be obvious to everyone who applies. Williamson continued that the Council has in the past changed ordinances, etc., for certain requestors. Ortman stated he was satisfied with the discussion.

Agenda Item 7: Adjournment

Pufall moved, Ortman seconded a motion to adjourn. The motion carried unanimously by voice vote.

Respectfully submitted,

Denise Oliphant
City Clerk

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AGENDA BILL

Ref: 048

COMMITTEE AGENDA:
COUNCIL AGENDA: 5A (3/13/18)

SUBJECT: Mayoral Appointment

2018-2019 Election Inspector

Bill Metzinger

RECOMMENDATION: Approval

DATE SUBMITTED: March 6, 2018

CLEARANCES: N/A

EXHIBITS:

EXPENDITURES REQUIRED: N/A
AMOUNT BUDGETED: N/A
APPROPRIATION REQUIRED: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

The Mayor is recommending the appointment as listed.

Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, February 20th, 2018**
at 6:30 p.m. in the City Hall Council Chambers.

- PRESENT:** Mayor Lewis, David Mettille, Ernie Bliss, Mike Amman, Charmaine Swan, John Beirl
- EXCUSED:** Katie Gellatly
- STAFF:** April Kroner, Megan McBride
- OTHERS:**

MEETING AGENDA ORDER

1) Call to Order and Roll Call

Mayor Lewis called the meeting to order at 6:30pm.

2) Approval of Agenda

Motion to approve the Agenda by Ernie Bliss. Seconded by David Mettille. Passed unanimously.

3) Consent Agenda

Motion to approve minutes from February 6th by Mike Amman. Seconded by David Mettille. Passed unanimously.

4) Public Comment

No public comments.

5) Action Items

- a) Public Art Permit request for the installation of a mural on the west side of Star Liquor, 823 Main St. W (Applicant: Sue Martinsen, Ashland Mural Walk).

Megan McBride provided background information about the project, criteria of approval from the staff report, and staff's recommendation for approval of the Public Art Permit request.

Sue Martinsen explained that there is a possibility for the architectural pieces and lighting fixtures currently displayed with the mural on the side of the former co-op building to also be relocated for display with the mural in the new location. She clarified that the lights will not be utilized for illumination and will only be displayed decoratively.

Mayor Lewis asked what the purpose is of Plan Commission review of Public Art Permit requests.

April Kroner explained that the UDO designates power of approval for Public Art Permits to Plan Commission to ensure that the public art being installed contributes to the City's visual character, enhances the area in which it is proposed to be located and creates a unique sense of place.

Motion to approve the public art permit request by David Mettille. Seconded by Charmaine Swan. Passed unanimously.

- b) Public Art Permit request for the installation of a "De Padua" mural on the west side of Super H Foods, 511 Main St. E (Applicant: Sue Martinsen, Ashland Mural Walk).

Megan McBride provided background information about the project, criteria of approval from the staff report, and staff's recommendation for approval of the Public Art Permit request.

Sue Martinsen explained the historical significance behind each building that will be represented in the mural and explained that the project will be funded similarly to other Mural Walk projects, with spaces sold for portraits of individuals who were important to the history of these institutions.

John Beirl pointed out that there are likely some people who were very important to the history of these schools who may not have the funds or family in the area to sponsor a portrait but should still be represented.

Sue Martinsen agreed, and listed some of the founding priests, nuns, and other figures who have been predetermined for inclusion to ensure they are represented.

Motion to approve the public art permit request by Ernie Bliss. Seconded by John Beirl. Passed unanimously.

6) Discussion Items

- a) Discussion related to the role of the Plan Commission and potential ways to streamline approval processes

April Kroner explained that the Economic Development Strategic Planning group has identified as a top priority the evaluation of approval processes to see if and how they can be streamlined.

Charmaine Swan asked if the intent is to streamline processes for people who are applying or for staff.

Mayor Lewis clarified that the focus is on streamlining and simplifying the process for applicants.

April Kroner explained that approval processes will be evaluated to comply with state requirements, as well as items that currently require Council approval but could be deferred to Plan Commission through Council vote. Conditional Use Permit approval is an example where Council currently has authority of final action and which the authority could be given to the Plan Commission by Council. She did emphasize that many of our processes are already as streamlined as is legally allowed by state requirements, and more outreach should be done to make people aware of this.

John Beirl agreed that the perception exists that City approval processes are difficult to work with, especially among local residents, and more work and outreach needs to be done to address these concerns. He also questioned what the role of the Plan Commission is for items which the City Council has final action of approval, despite the time taken by the Plan Commission to carefully discuss and vote.

April Kroner emphasized that she hopes Plan Commissioners will direct people to discuss their concerns with planning staff when they hear these perceptions.

Further discussion occurred regarding the role of the Plan Commission, and particularly procedures and implications for items in which the staff recommendation, Plan Commission vote, and/or City Council vote are not consistent. This is a discussion that will be revisited at future meetings.

- b) Process to market the Beaser Avenue Redevelopment site

April Kroner explained that the city plans to re-issue the RFP for this site as the formerly approved concept plan will not be moving forward in this location. She asked that the Plan Commission provide any feedback on changes they would like to see for the next iteration of the RFP.

- c) Process to sell the Chequamegon Bay Engineering property

April Kroner explained that, per our ordinance and after discussing with the City Administrator, the city will issue an RFP for the site to consider all offers at once rather than one at a time as occurs when the property is listed with a realtor.

7) Announcements / reports / comments / questions

April Kroner explained the recent state statute update with regards to Conditional Use Permits, and informed the Plan Commission that a UDO text amendment will be coming forward in the near future to make it compliant with the new state requirements.

8) Adjournment

Motion to adjourn made by John Beirl. Seconded by David Mettillie. Passed unanimously.

The meeting was adjourned at 8:15p.m. Minutes by Megan McBride.

AGENDA ITEM 1: ROLL CALL

Lloyd Orensten called the Airport Commission meeting to order at 4:30 p.m.

Present: Lloyd Orensten, Rick Korpela, Tom Bouchard

Absent:

Excused: John Coffey

Also Present: John Sill, Airport Manager

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (December 21, 2017).

A motion was made by Bouchard, seconded by Korpela, to approve the December 21, 2017 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ New Manager Search

John Sill has informed the Commissioner's that he will be leaving; his last day is May 18th. The commissioner's voiced their appreciation for all the work Sill has done at the airport. Commissioners want to move on getting the search going; Sill will get the process going and get the ads out to the BOA and various publications.

A motion was made by Bouchard, seconded by Korpela, to approve Orensten and Sill to pull together the materials to create an Airport Manager packet, advertising the position in appropriate locations, with an application deadline of March 15, 2018. The motion passed unanimously.

AGENDA ITEM 5: Airport Manager's Report

Sill noted that the guy who runs the candy & soda concessions is taking them out of the airport; not enough business. Sill noted they could probably have concessions available on the honor system.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Sill. The total amount of the bills came to \$5,556.36.

A motion was made by Korpela, seconded by Bouchard, to pay the bills as presented. The motion passed unanimously.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held February 22, 2018, at 4:30 pm, at the JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

A motion was made by Bouchard, seconded by Korpela, to adjourn. The motion passed unanimously.

Kim Westman

ASHLAND BEAUTIFICATION COUNCIL
MEETING
December 4, 2017 at 5:30 pm

Corrected Minutes

1. Roll Call:	<u>Volunteer Hours</u>
Present:	
Carol Feldmeier	50
Cynthia Meyer	43.5
Elaine Peterson	69
Penny Rutyna	50.5
Kay Saari	91.5
Shawna Johnson	70.50
Excused: Donna Lanni	304
Volunteers: Ron Lockwood	93
* <u>Volunteers in wrapping Garland: (Amended in February 2018 meeting)</u>	
Patrick McGeary	1.5
Cheryl McGeary	1.5
Patricia Westlund	1.5
Crystal Mattson	1.5
Kelly Lobsinger	1.5
Laura Bohn	1.0
Lynn Hall	1.0

2. **Approval** of October, 2017 Meeting Minutes
Motion: Kay Seconded: Shawna Vote: Aye

3. **Administrative:** Treasurer's report: \$72.86 balance in General fund. Use balance by end of year. Motion made by Cynthia to purchase Christmas lights for Otiss Park. Seconded by Carol and approved by council.
Review all funds next meeting.

Proposed 2018 BC Budget: \$350-perennials, \$400-annuals, \$200 bulbs, \$150 grasses, \$50 bushes, \$600 trail gardens, and \$250 fertilizer and soil.

4. **Old Business:**

Year-end garden plot report: Donna will provide adjustment of Master Gardeners Report for year-end summary next meeting. Need to add trail gardens, boat landing and courthouse plots. Daffodil bulbs were planted at Pearson Park, Beaser Avenue Boulevard, Bayview Park, Maslowski Beach near artesian well, and City Hall.

Report on Beautification Certificates: Cynthia sent out 10 certificates to winning gardens (5 residential and 5 business). Used "Copy That" for printing. Will request using heavier paper next year. Total cost was \$70. Shawna picked up BC signs and is storing them.

New Business:

Complete Annuals order form for Hauser's Greenhouse due the beginning of January: Annual plant order totaled \$600. Shawna made a motion to take \$200 from Trails Budget for annuals order of 2018 to bring up to \$600 from proposed budget of \$400. Carol seconded and council vote aye. Cynthia will provide a hard copy of annuals orders.

Discussion on Beauty Spot signs: Will discuss again in spring as to the best way to award Beauty Spots and if monthly signs will be continued to be used.

5. **Next Meeting Date:** Monday, February 5 at Vaughn Public Library meeting room at 6 p.m.

6. **Adjournment** at 6:15 pm.
Motion: Cynthia Seconded: Shawn Vote: Aye

Respectfully Submitted,

Elaine Peterson

DISABLED PARKING ENFORCEMENT ASSISTANCE COUNCIL MEETING
Tuesday, October 24, 2017

Agenda Item 1: Call to Order and Attendance

PRESENT: Brian Munson, Carol Ante, Mary Jane Grande, Jay Gurske, Joyce Kabasa and Donna Griffiths

ABSENT: EXCUSED:

Also Present: Kim Westman

Grande called the meeting to order.

Agenda Item 2: Approval of September 19, 2017 Minutes

Ante moved, Kabasa seconded a motion to approve the September 19, 2017, minutes with changes to the sentence " Kabasa was nominated by Griffiths to serve as new chairperson" to read " Kabasa was nominated by Griffiths to serve as vice chairperson." The motion carried unanimously.

Agenda Item 3: Old Business

- A. Update on the accessible parking space at 213 10th Ave West

The request for this parking space went to City Council and was approved. Public Works then installed the disabled parking sign at this location.

Agenda Item 4: New Business

- A. Discussion and possible revisions to the application form for a disabled parking space in a residential area and to the renewal application form to retain a disabled parking sign in a residential area.

Council members discussed the wording on the original application form first. A variety of suggestions were discussed. Consensus of the Council was to add the following:

Please Note: to use an accessible parking space you must display either a disabled parking placard or have disabled license plates. Please record the placard permit number with expiration date **or** the disabled license plate number with expiration date.

A motion made by Ante seconded by Kabasa to approve the changed wording on the form. Motion was then rescinded by Ante.

Council members will review the revised form at the next DPEAC meeting.

The wording on the renewal application form was then discussed. Consensus of the Council was that the only wording that needed to change was: "YES- I **would like to keep** the Accessible Parking Sign at this location" changed to YES - I **need to keep** the Accessible Parking Sign at this location.

Council members will review the revised form at the next DPEAC meeting.

DISABLED PARKING ENFORCEMENT ASSISTANCE COUNCIL MEETING
Tuesday, October 24, 2017

Agenda Item 5: Items for Next Meeting

Kabasa mentioned that she is working with Ashland County Health and Human Services on making Ashland a friendlier place for people with Alzheimer's, their families and caregivers. Kabasa mentioned the potential need for accessibility parking. Council asked her to bring more information to the next meeting.

Agenda Item 6: Next Meeting Date

The next meeting will be held on February 6, 2018, at 9:00 A.M., in the City Hall Council Chambers.

Agenda Item 7: Adjournment

Ante moved to adjourn. The meeting was adjourned.

Kim Westman

HARBOR COMMISSION MEETING

December 6, 2017

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PRESENT: Thomas Yankee, Tom Grosjean, Randy Harvey & Dick Pufall

ABSENT: Jim Tomczak, Paul Gilbertson

EXCUSED: Paul Gierczic,

ALSO PRESENT: Marina Manager-Scott Stegmann, Richard Ketring-City Councilor

Dick Pufall called the meeting to order at 5:24 p.m.

Agenda Item 1: Public Comment

Ketring spoke to Commission asking that on a future agenda there would be a discussion about the historical boat houses on the lake and how they can be protected. The October 27th storm hammered the boat houses and shoreline for over 5 hours; at one point the wave frequency hitting the boat houses was 5/minute. Ketring suggested possibly putting in some rock cribs out to offer an impediment to the waves. Maybe there is no answer to this problem, but Ketring would like the commission to think about this problem.

Agenda Item 2: Approval of September, 2017 Minutes

A motion was made by Yankee, seconded by Grosjean, to approve the September, 2017, minutes. The motion carried unanimously.

Agenda Item 3: Financial Statement

Commissioners discussed the financial statement.

A motion was made by Harvey, seconded by Yankee, to approve the financial statement. The motion carried unanimously.

Agenda Item 4: Unfinished Business

A. Dock

Regarding the new dock that was just bid out, there is a problem. Stegmann received a call from the guy contracted to assemble the dock; he is backing out. Scott called Shoremaster and they are looking for someone to assemble the dock. Will be talking to them this coming Monday to see what the status is on finding someone to do the assembling. Stegmann did ask Shoremaster to preassemble the dock in house, but they are not set up to do that. Stegmann did tell Shoremaster if they can't find someone to do the assembly in a couple of weeks that the contract will be cancelled. Stegmann will then have to rebid it.

B. Superfund

They have cleaning up and securing the site for the winter. The fence on Ellis Avenue has been disassembled and put by the steel bulkhead the north bulkhead; they want to secure that area from ice fisherman walking up on it.

Stegmann received a letter today: concerning the north super-bulkhead, the rock wall, part of an agreement that Xcel signed with the city states that after the first 2 years of the wall being built they had to do an elevation study for the whole wall. They measured the bulkhead in 2015 and took the measurements again in November 2017, and the change is

HARBOR COMMISSION MEETING

December 6, 2017

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within 4/10 of a foot. Xcel is worried not about the main part of the wall, but about the sliding on the entrance to the bay on the east and west, there was quite a bit of excavation in those areas. They may be checking that part of the wall annually, but right now, after the severe storms, everything is looking great.

Tom Perry, site manager, told Stegmann they are loading at the boat launch. Stegmann is fine with that, but if the public comes into launch they need to move. They are officially done with mechanical dredging; hydraulic dredging next spring.

Agenda Item 5: New Business

A. Manager's Report

Nothing new to report.

B. Safety Ladders and Rings

There was an incident this spring at the marina; a woman fell in the water while docking their boat. This occurred during really bad weather and the woman really struggled to get up the ladder to get out of the water. The woman was not wearing a life vest. No one from the marina knew about the incident until Stegmann was contacted about a week after the incident. The couple did not think there were enough safety precautions available to help her out of the water. Currently, each dock has 2 sets of ladders and on the ramps going down there is life ring with rope and each ramp also has a fire extinguisher. The couple reported the incident to the Ashland Marina Association, and sent a letter to the Mayor of Ashland. To remedy the situation Stegmann is going to purchase and place life rings with ropes every third of the way along each dock and 3 flip down ladders on each dock. Stegmann notified the couple about what he was doing and they thought that would be adequate. Grosjean suggested that Stegmann contact the marinas loss control carrier to find out what they recommend.

C. Rates

Stegmann recommended to Commissioners that the following rates be adjusted for 2018

Slip Rates

\$50 per boat foot with a minimum 22' fee for full service slips

\$800 **\$825** flat rate for boat maximum 22' - **NO Electricity**

\$1,025 **\$1050** flat 23' - 29';

\$1,250 **\$1275** flat 30' - 36';

\$1,475 **\$1500** flat 37' - 43';

\$1,700 **\$1725** flat 44' - 50';

\$1,925 **\$1950** flat 51' - 57'

\$400 **\$150** surcharge on single slips (**no minimum service in single slips**)

Storage Rates

\$15 per boat foot for summer/winter storage if on a trailer or stand

\$18 per boat foot for **Non Tenant** summer/winter storage if on a trailer or stand

HARBOR COMMISSION MEETING

December 6, 2017

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\$75 Trailer or cradle storage \$150 **Non-Tenant** trailer storage
\$35 ~~\$40~~ stand storage summer/winter \$35/ea. ~~\$40/ea.~~ Stand rental

Miscellaneous

\$5 for Pump Outs < 32' boat \$10 for Pump Outs > 32' boat
\$70/hr Service/Repair

Travel Lift

Travel Lift: Lift boat and/or splash - \$8.00 ~~\$9.00~~ per foot Non Tenant - \$9.00
~~\$10.00~~ per foot

Hold Boat in Sling: \$50

Use of power washer for Tenants: ~~15 min free for Haul Out/Splash~~ >15 min \$10.00
"1/2 hour limit" ~~\$25 Non Haul Out/Splash "1 hour limit"~~

Use of Power Washer for Non Tenants: \$25 "1-hour" ~~1/2 hr~~ limit"

Transient Slip Rates

Daily: Breakwall \$25
Slips \$1/ft., minimum 25' for A, B, & C Docks

Daily Commercial: \$2.00/ft.

Weekly (7 Days): Slips: \$1/ft. ~~min 24'~~ (1 Free Night) A, B & C Docks

Monthly: Breakwall & Slips

\$400 ~~\$450~~ 25' Max \$425 ~~\$475~~ 30' Max \$450 ~~\$500~~ 35' Max

\$475 ~~\$525~~ 40' Max \$500 ~~\$550~~ 45' Max \$525 ~~\$575~~ 50' Max

\$550 ~~\$600~~ 55' Max \$575 ~~\$625~~ 60' Max

Boat Launch

Annual Boat Launch Fees: \$ 40.00 ~~\$45.00~~ + tax = \$47.48

Senior Rate (65+), Military and Disabled: \$ 30.00 ~~\$35.00~~ + tax = \$36.93

Daily Boat Launch: \$5.00

Daily Commercial Boat Launch (excluding fishing guides) \$150.00

Daily Parking: \$5.00

Overnight Parking: \$5.00

A motion was made by Grosjean, seconded by Yankee approve changing the rates recommended by Stegmann. The motion carried unanimously.

D. Budget

Stegmann gave commissioners a copy of the budget that was approved for 2018. Tomczak had talked with Stegmann about increasing Jeff Pflanzer's wages; thought Pflanzer deserved a bigger wage increase. Pflanzer's current wages are 18.75/hour. Stegmann will look into it, check wage comparable for similar type of positions.

Stegmann noted that the only significant changes to the budget were wages, they received a 3% increase; Jeff Pflanzer's wage in 2018 is \$18.75/hour, Stegmann's is \$27.03/hour.

A motion was made by Yankee, seconded by Grosjean to approve the budget. The motion carried unanimously. Meeting was adjourned.

A motion was made by Harvey, seconded by Yankee to adjourn. The motion carried unanimously. Meeting was adjourned.

Kim Westman

Historic Preservation Commission (HPC)
December 18, 2017
Meeting Minutes

Present: Stephen G. Schraufnagel, Jeff Muse, Joan Haukaas, Richard Peterson, Dick Pufall, Allen Smiles, April Kroner and Megan McBride

Absence: Magge Ericson

Called to Order: 5:03 p.m. Adjourned 5:45 p.m.

Location: Council Chambers on the main level at the Ashland City Hall

Email Addresses: Joan Haukaas hawk722@charter.net, Dick Pufall rpufall@yahoo.com, Richard Peterson cullyskid@gmail.com, Stephen G. Schraufnagel stephenschrauf@gmail.com and stephen@csdesignengineering.com, Allan Smiles ashjewel@cheqnet.net, Magge Ericson magge.e@charter.net, Joe DeRose joe.deroose@wisconsinhistory.org, Sara Chase schase@ashlanddaily.press.net, Jeff Muse jmuse@nwcep.org, Megan McBride mmcbride@coawi.org

Public Input (five minutes max): No comments at this time.

Minutes: The previous meeting minutes of October 16, 2017 were approved. Motion to approve the October 16, 2017 meeting minutes was made by Jeff Muse and seconded by Dick Pufall. **Motion carried.**

Update on Public Hearing for Nominee Listing: The CD with photos was obtained from Traci. Megan McBride will continue to reach out to nominees. Most have been interested, but others say it's a busy time of year and will plan to reach out in the future. At the next meeting (March 5, 2018 @ 5:00 p.m.) Megan McBride will have the complete list of nominees and photos put together

Old Business

Final Update on Historic Building Study Grant, which has been completed: Megan McBride had emailed everyone the final, completed copy, along with giving us a printed copy at today's meeting.

Update on Royal Theater and Pabst Building: Peoples Bank is installing frosted windows and wanting to clean up water damage. Bob Miller will be taking a look at the roof structure. They are really motivated to get it together with the help of Blue Water Reality. Megan McBride also met with the new director of the area who is not associated with state. She is committed to getting more money up to region and providing tax credit options by partnering with surrounding areas. The building shown in this area was the Royal Theater.

New Business

Review & Approval of Applications for Certificate of Appropriateness: None at this time.

Update on Plaques and their Placement in the Community: The committee would like to see a more formal process for presenting and strongly encouraging people to hang them up. The funds may aide this process or be spent on addition plaques. At the next meeting the HPC budget will be presented by April Kroner completed should be shared.

Compile Future Historic Preservation Nominee Listing: Megan McBride will check into a few of our churches in the area to see if they wanted to be added to the nominee listing.

Discuss Nomination of Fifield Row as a Historic District: Megan's states that the first step is the completed survey. The next involves this committee holding a public hearing, which can potentially be added to the hearing already scheduled for May. After the notice is sent and the hearing is held we will be designated as a historic district. With a recommendation from Traci Schnell, we can move forward. Unfortunately we missed the cycle for 2018-19 funding, but can apply for 2019-20 funding. The application can be started at any point and isn't due until this coming October, 2018.

Available Funding to look into the Historic funding for Fifield Row District: Megan McBride will discuss the process with Traci to aide in the beginning of the application.

Announcements/Reports/Comments/Questions: There is a bill moving through state legislature with an important provision attached. This provision is said to remove the authority of HPC's requiring the use of original materials when doing work on designated historic properties. It is unknown how this would affect the federal restrictions or if it would change which buildings are on the national register. Tom Wojciechowski is retiring, but wanted to let committee know that the Ashland County Court House is considering solar panels and will likely be bringing it here for a preliminary discussion.

Set Future Meeting Dates: The next HPC meeting is set for Monday, March 5, 2018 @ 5:00 p.m. in the Council Chambers. The following meeting will be held on May 21, 2018, which will be the date of the Public Hearing for proposed nominee listings. The meeting after that will be held on

A motion to adjourn this meeting was made by Rich Peterson. The motion was seconded by Joan Haukaas. **Motion carried.**

Respectfully submitted,

Stephen G. Schraufnagel, Architect
Chairman of the City of Ashland
Historic Preservation Commission

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of February, 2018

Permit type Commercial-Additions,Remodeling,AI

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6623	Adam Zais	113 Main St. West	Replace 15 windows on the second and third floors of the building, 15 total, with new sasi replacement units.	\$10,000.00	\$50.00	1299	2/15/2018
6626	Northwoods Women Inc	301 Ellis Ave.	Level 3 alteration 7,356 square feet to provide New office space and residential living spaces per state approved plan.	\$240,000.00	\$1,200.00	1684	2/21/2018
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (2 detail records)							
Sum				\$250,000.00	\$1,250.00		

Permit type Commercial-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6624	Adam Zais	113 Main St. West	Temporary work in the Right of Way permit for scaffolding and ladder placement along Main Street while the windows are being	\$0.00	\$30.00	1299	2/15/2018
Summary for 'Permit type' = Commercial-Miscellaneous (1 detail record)							
Sum				\$0.00	\$30.00		

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6619	KRPS, Inc.	511 Main Street East	Public Art Permit for mural on west side of Super H building		\$50.00	1360	2/5/2018
6620	Diane Imhoff	705 Lake Shore Dr. E.	Land Transfer Request Fee to purchase city owned parcel #1224		\$150.00	1222	2/6/2018
6621	Kevin Hunt	823 Main Street West	Public Art Permit to relocate mural from old Co-op to 9th Ave W side of Star Liquor building		\$50.00	20	2/7/2018

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Grand Total

\$265,167.00

\$1,655.00

CITY OF ASHLAND, WISCONSIN Year to Date Permit Evaluation Report

Permit type	Value of work	Total permit fee
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Commercial-Additions,Remodeling,Alterations

Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (3 detail records)
Sum \$280,000.00 \$1,425.00
Percent 94.22% 60.38%

Commercial-Miscellaneous

Summary for 'Permit type' = Commercial-Miscellaneous (1 detail record)
Sum \$0.00 \$30.00
Percent 0.00% 1.27%

Commercial-New Construction

Summary for 'Permit type' = Commercial-New Construction (1 detail record)
Sum \$2,000.00 \$25.00
Percent 0.67% 1.06%

Misc Zoning Fees

Summary for 'Permit type' = Misc Zoning Fees (8 detail records)
Sum \$755.00
Percent 31.99%

Residential-Remodeling,Alterations,Additions

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (1 detail record)
Sum \$15,167.00 \$75.00
Percent 5.10% 3.18%

Sign

Summary for 'Permit type' = Sign (1 detail record)
Sum \$50.00
Percent 2.12%

Permit type	Value of work	Total permit fee
Grand Total	\$297,167.00	\$2,360.00



AGENDA BILL

Ref: 046

COMMITTEE AGENDA: 5 (02-27-2018)
COUNCIL AGENDA: 7A (03-13-2018)

SUBJECT: Discussion and Possible Action Regarding the VFW and American Legion Acquiring the Chequamegon Bay Engineering Building at 211 6th Street West

RECOMMENDATION: As Council Determines

DEPARTMENT OF ORIGIN: Councilor Kinney

DATE SUBMITTED: February 19, 2018

CLEARANCES: Council President

EXHIBITS: A-Chapter 478, Ashland City Ordinances
B-Lease Agreement and Option to Purchase, September 25, 1997
C-Agreement and Release, September 25, 1997

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

RECOMMENDED MOTION: NA

SUMMARY STATEMENT:

The VFW and American Legion have expressed an interest in acquiring the Chequamegon Bay Engineering building. The Chequamegon Bay Engineering building would provide improved access and use for veterans and the services that they provide to the community.

Veterans of Foreign Wars (VFW)

The information regarding the Veterans of Foreign Wars below is from <https://www.vfw.org/about-us>

Our Mission: To foster camaraderie among United States veterans of overseas conflicts. To serve our veterans, the military and our communities. To advocate on behalf of all veterans.

Our Vision: Ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of this great country.

Who We Are

The Veterans of Foreign Wars of the United States is a nonprofit veterans service organization comprised of eligible veterans and military service members from the active, guard and reserve forces.

We trace our roots back to 1899 when veterans of the Spanish-American War (1898) and the Philippine

Insurrection (1899-1902) founded local organizations to secure rights and benefits for their service. Many arrived home wounded or sick. There was no medical care or veterans' pension for them, and they were left to care for themselves.

In their misery, some of these veterans banded together and formed organizations that would eventually band together and become known as the Veterans of Foreign Wars of the United States. After chapters were formed in Ohio, Colorado and Pennsylvania, the movement quickly gained momentum. Today, membership stands at nearly 1.7 million members of the VFW and its Auxiliary.

Our voice was instrumental in establishing the Veterans Administration, development of the national cemetery system, in the fight for compensation for Vietnam vets exposed to Agent Orange and for veterans diagnosed with Gulf War Syndrome. In 2008, we won a long-fought victory with the passing of a GI Bill for the 21st Century, giving expanded educational benefits to America's active duty service members, and members of the guard and reserves, fighting in Iraq and Afghanistan. We were the driving force behind the Veterans Access and Accountability Act of 2014, and continually fight for improved VA medical centers services for women veterans.

Besides helping fund the creation of the Vietnam, Korean War, World War II and Women in Military Service memorials, in 2005 the VFW became the first veterans' organization to contribute to building the new Disabled Veterans for Life Memorial, which opened in November 2010. And in 2015, we became the first supporter of the National Desert Storm War Memorial which is planned for construction at our nation's capital.

We have many programs and services that work to support veterans, service members and their families, as well as communities worldwide.

American Legion (<https://www.legion.org/mission>)

The American Legion was chartered and incorporated by Congress in 1919 as a patriotic veterans organization devoted to mutual helpfulness. It is the nation's largest wartime veterans service organization, committed to mentoring youth and sponsorship of wholesome programs in our communities, advocating patriotism and honor, promoting strong national security, and continued devotion to our fellow service members and veterans.

Hundreds of local American Legion programs and activities strengthen the nation one community at a time. American Legion Baseball is one of the nation's most successful amateur athletic programs, educating young people about the importance of sportsmanship, citizenship and fitness. The Operation Comfort Warriors program supports recovering wounded warriors and their families, providing them with "comfort items" and the kind of support that makes a hospital feel a little bit more like home. The Legion also raises millions of dollars in donations at the local, state and national levels to help veterans and their families during times of need and to provide college scholarship opportunities.

The American Legion is a nonpartisan, not-for-profit organization with great political influence perpetuated by its grass-roots involvement in the legislation process from local districts to Capitol Hill. Legionnaires' sense of obligation to community, state and nation drives an honest advocacy for veterans in Washington. The Legion stands behind the issues most important to the nation's veterans community, backed by resolutions passed by volunteer leadership.

The American Legion's success depends entirely on active membership, participation and volunteerism. The organization belongs to the people it serves and the communities in which it thrives.

At the February 27, 2018 Committee of the Whole meeting, Pufall moved, Ketring seconded a motion to instruct staff to research the giving of the City-owned building at 211 6th Street West to the VFW. Kinney offered a friendly amendment of assisting in fundraising, which was accepted. The motion to instruct staff to research the City giving the building to the VFW, and to assist in fundraising, was carried unanimously by roll call vote.

Land Acquisition and Dispositions Policy

The City Attorney has advised that the Council should either follow Chapter 478 in conveying the property to the Veteran's organizations or should amend the ordinance to allow for a different procedure. Since there are any number of relatively easy ways to approve a conveyance to the Veteran's organizations if that is the Council's wish, it should not be necessary to take the time to amend the ordinance. Complying with existing procedures should take a shorter time than amending the ordinance.

The City can treat the request to convey the property as a "citizen initiated purchase request" under Sec. 478.07 of the City Ordinances. In that case, the applicant for the conveyance simply completes an application with the Planning and Development Department, and pays fees set under Chapter 165, which total \$650. The request is reviewed by City staff. The Plan Commission may be involved, but it is not required that the Commission be involved.

Since the City has already determined that the CBE property is appropriate for sale, the conveyance can also be treated as a "city initiated land sale" under Sec. 478.06 of the City Ordinances. Of the three procedures given for this type of sale, the easiest procedure would be the "informal sales procedure" under Sec. 478.06(c). The introductory paragraph to this subsection says that this procedure will "generally be used" for parcels that are not generally marketable. This parcel is clearly marketable, but the use of the word "generally" in the phrase "generally be used" implies that there may be other situations where this procedure will be used. The Council could deem this to be one of those situations.

Under this procedure, City staff negotiate the terms of the sale, the Plan Commission reviews the sale, and the Council takes final action. The Council's action may include waiver of any of the transaction fees that would otherwise be charged under this procedure. There are no administrative fees charged under this procedure. The only fee that either the City or the Veteran's organizations would have to pay would be the recording fee of \$30 to the Register of Deeds.

Summary of Investment in Property

2000 Purchase	\$150,000
Rent Income	-52,000
Cash on Sale	-56,000
2015 Purchase	<u>\$182,030</u>
Net Cash Out	<u>\$224,030</u>
Services to Be Received	-\$94,000
Services Not Received	<u>24,547</u>
Value of Services Received	<u>\$69,453</u>
<i>Net Investment in Property</i>	<u><u>\$154,577</u></u>

CHAPTER 478. LAND ACQUISITIONS AND DISPOSITIONS.

478.01. Intent. This chapter outlines the process by which the City of Ashland reviews and approves land sales and acquisitions. This ordinance shall be consistent with State Statute 62.23 (5).

478.02. Property Inventory. The Department of Planning & Development shall maintain a detailed Property Inventory of all City-owned parcels, including location, acreage, current use(s) and reasons for City ownership, if applicable. All parcels inventoried shall be designated as either essential, essential with conditions, or non-essential. The Plan Commission and City Council shall review the detailed Property Inventory annually and approve the listing of essential, essential with conditions, and non-essential City owned properties.

478.03. Essential Properties. Essential properties shall be kept in City ownership and not be available for purchase. Essential properties are:

- (a) Part of an existing or planned park, trail, or public open space;
- (b) Necessary for public utility or stormwater management;
- (c) Necessary for existing or future public rights-of-way (roadways, alleys, sidewalks); or
- (d) Adjacent to or provides access to Lake Superior;
- (e) Public Facilities.

478.04. Essential Properties with Conditions. Essential properties shall be kept in City ownership until such time a proposal for redevelopment is approved. Properties listed as essential with conditions are:

- (a) Part of a planned redevelopment project; or
- (b) Available in whole or in part when certain conditions are met; and

478.05. Non-Essential Properties. Non-essential properties are City owned parcels not deemed necessary for use by the City of Ashland or for any current or future public purpose, are available for purchase.

478.06. City-Initiated Land Sales. This section applies to the offering of parcels for sale initiated by the City and not at the request of a purchaser. The City may use any of the three procedures described in Sections (a), (b), and (c), below, for the sale of parcels owned by the City. Unless otherwise directed by the Common Council, the Department of Planning and Development, under the general supervision of the City Administrator, shall determine the appropriate procedure for the sale of any specific parcel, provided that all sales must receive review by the Plan Commission and final approval by the Common Council.

(a) Request for Proposals Procedure. This procedure will generally be used when the City has a special interest in the particular use to which a property will be put.

- (1) Staff shall develop a Request for Proposals (RFP), entertaining proposals from developers and adjacent property owners for the parcel's reuse. The RFP shall be written to reflect the goals of the City's 2004 Comprehensive Plan, as amended; goals as an Eco-Municipality; City of Ashland ordinances; and other City-adopted requirements. The RFP shall be sent out to potential developers and adjacent property owners, posted, and advertised as a legal notice in the City's

designated newspaper. Proposals shall be submitted to the Planning and Development Department.

(2) Upon receipt of a proposal or proposals, City staff shall review and make a recommendation to the Plan Commission. The offered purchase price, proposed future use, and other relevant factors shall be considered in the recommendation. Parcels not meeting the minimum lot size of the zoning district may only be (1) sold to adjacent property owners to be combined with another parcel or (2) if the City rezones the parcel to place it in an adjacent zoning district where the parcel would be in conformance.

(3) The Plan Commission shall review the proposal or proposals and forward a recommendation to the Common Council for review and final action.

(4) The purchaser shall be responsible for all costs involved with the sale, as the particular circumstances of the sale require, including but not limited to appraisal, title insurance, recording fees, and Certified Survey Map preparation.

(5) If applicable, easements for continued access to utilities or for other purposes shall be executed in conjunction with the land sale.

(6) Unless otherwise provided by the Common Council in its approval of the land sale, approval of the land sale shall be valid for six (6) months from the date of such approval. The closing of the sale shall occur within the period so provided unless an extension is granted by the Common Council.

(b) Listing with Real Estate Broker Procedure. This procedure will generally be used when the City does not have a special interest in the particular use to which a property will be put (beyond those interests expressed in the Uniform Development Ordinance, the Comprehensive Plan, and other relevant City policies), and when a parcel is deemed to be generally marketable:

(1) Staff shall develop a Request for Proposals (RFP) to accept proposals from local real estate brokers for the listing of City properties that are for sale. The listing contract may be for one or more parcels, and may grant exclusive listing rights for up to one year. The listing contract shall specify that the listing broker shall inform any potential purchaser of the special costs and procedures involved in the purchase of City property. The Common Council shall approve a listing contract based upon the qualifications, experience, and sales record of the brokerage, and the financial and other terms of the proposed contract. If more than one property is to be listed for sale, the Council, in its discretion, may enter into different listing contracts for different properties. Offers received by the listing broker shall be transmitted to the Planning and Development Department.

(2) All offers shall be accompanied by the down payment and a non-refundable fee as established in the City's Comprehensive Fee Schedule Codification Ordinance 165. Upon receipt of an offer to purchase, City staff shall review and make a recommendation to the Plan Commission. The offered purchase price, proposed future use, and other relevant factors shall be considered in the recommendation. Parcels not meeting the minimum lot size of the zoning district may only be (1) sold to adjacent property owners to be combined with another parcel or (2) if the City rezones the parcel to place it in an adjacent zoning district where the parcel would be in conformance.

(3) The Plan Commission shall review the offer to purchase and forward a recommendation to the Common Council for review and final action.

(4) The purchaser shall be responsible for all costs involved with the sale, as the particular

circumstances of the sale require, including but not limited to appraisal, title insurance, recording fees, and Certified Survey Map preparation.

(5) If applicable, easements for continued access to utilities or for other purposes shall be executed in conjunction with the land sale.

(6) Unless otherwise provided by the Common Council in its approval of the land sale, approval of the land sale shall be valid for six (6) months from the date of such approval. The closing of the sale shall occur within the period so provided unless an extension is granted by Common Council.

(c) Informal Sales Procedure. This procedure will generally be used when a parcel, for reasons of size, shape, location, value, or otherwise, is not deemed to be generally marketable.

(1) Staff will negotiate a proposed sale with a proposed purchaser, and recommend the sale to the Plan Commission. The proposed purchase price, proposed future use, the factors that make the informal sales procedure appropriate for the parcel, and other relevant factors shall be considered in the recommendation. Parcels not meeting the minimum lot size of the zoning district may only be (a) sold to adjacent property owners to be combined with another parcel or (b) if the City rezones the parcel to place it in an adjacent zoning district where the parcel would be in conformance. Staff may recommend waiver of any of the costs provided for in subsection (3), below.

(2) The Plan Commission shall review the proposed sale and forward a recommendation to the Common Council for review and final action.

(3) Except as waived upon recommendation of staff and approval by the Common Council, the purchaser shall be responsible for all costs involved with the sale, as the particular circumstances of the sale require, including but not limited to appraisal, title insurance, recording fees, and Certified Survey Map preparation. Upon recommendation of staff and approval by the Common Council, the down payment and non-refundable fee as established in the City's Comprehensive Fee Schedule Codification Ordinance 165 may also be waived.

(4) If applicable, easements for continued access to utilities or for other purposes shall be executed in conjunction with the land sale.

(5) Unless otherwise provided by the Common Council in its approval of the land sale, approval of the land sale shall be valid for six (6) months from the date of such approval. The closing of the sale shall occur within the period so provided unless an extension is granted by Common Council.

478.07. Citizen-Initiated Purchase Request. If a party expresses an interest in a City-owned non-essential property or essential with conditions property, the party shall submit the appropriate application to the Department of Planning & Development indicating future use, offer price and other relevant information. The party shall be required to submit with the request a down payment and a non-refundable fee as established in the City's Comprehensive Fee Schedule Chapter 165.

(a) City staff (Director of Planning & Development, Zoning Administrator, Building Inspector, Director of Public Works, Parks & Recreation Department, City Administrator, and City Attorney) shall review the request and information about the proposed offer and land use. It may be necessary for additional City Committees to review the request if applicable.

(b) City staff shall provide a recommendation on the property's highest and best use, considering current uses and allowable uses according to City Ordinances and the 2004 Comprehensive Plan, as may be amended, and forward the recommendation along with any conditions, to the Plan Commission.

(c) The Department of Planning & Development shall publish a Class I Public Hearing notice and notify in writing all property owners within two hundred (200) feet of the parcel/s under the request.

(d) The Plan Commission shall review the proposal and forward a recommendation to the Common Council for review and final action to accept and transfer the land contingent on items established or to deny the request.

(e) If the sale of the property is denied by the Common Council, the down payment shall be refunded. The application fee shall not be refunded.

(f) The purchaser shall be responsible for all costs involved with the sale, as the particular circumstances of the sale require, including but not limited to appraisal, title insurance, recording fees, and Certified Survey Map preparation.

(g) If applicable, easements shall be drawn up and finalized in parallel to finalizing the closing documents on the land sale.

(h) Unless otherwise agreed to in writing by the Common Council and the purchaser, approval of the land sale shall be valid for six (6) months from the date of such approval. The closing of the sale shall occur within the period so provided unless an extension is granted by Common Council.

478.08. Sale of Land in the Industrial Park.

(a) City-owned lands in the Industrial Park shall continue to sell as currently regulated by Chapter 469.

(b) If a party expresses an interest in a City-owned property in the Industrial Park, the party shall submit a written request to the Department of Planning & Development indicating future use and other related information. The party shall submit a down payment and a non-refundable fee as established by the City's Comprehensive Fee Schedule Chapter 165 along with the request, for the purpose of public notification expenses.

(c) Review of the offer to purchase request shall follow Section 478.31 (a – h).

478.09. Land Acquisition. The City of Ashland may seek parcels for purchase or receive parcels from a tax deed transfer which would provide a public benefit.

478.10. Land Acquisition Through Purchase or Tax Deed Transfer. Properties that are identified by the City of Ashland for acquisition shall fit with the goals of the Comprehensive Plan and be for Right-of-Way or utility purposes, redevelopment, public recreation, or for another public purpose.

(a) The process for acquisition through purchase shall be as follows:

(1) City staff shall coordinate an offer to purchase on the property with the contingency that final approvals of the purchase are necessary from the Plan Commission and Common Council.

(2) The land acquisition shall be forwarded to the Plan Commission for review and recommendation, and to the Common Council for final action.

(3) Upon Common Council approval, the property closing shall be finalized by City staff and the City Attorney.

(b) The process for acquisition through tax deed transfer shall be as follows:

(1) City staff shall work with Ashland County to acquire desirable land in the City of Ashland when parcels arrive on tax deed.

(2) The land acquisition shall be forwarded to the Plan Commission for review and recommendation, and to the Common Council for final action.

(3) Upon Common Council approval, the property closing shall be finalized by City staff and the City Attorney.

478.11. Land Donations. Property owners interested in offering a land donation to the City of Ashland shall provide a written letter of offer to the Department of Planning & Development including all details of the offer.

(a) City staff, including the Director of Planning & Development, Zoning Administrator, Building Inspector, Director of Public Works, Parks & Recreation Department, City Administrator, and City Attorney shall review information about the proposed land donation.

(b) City staff shall make a recommendation on the land acquisition, factoring in the property's highest and best use, current and allowable uses according to the City Ordinances and the Comprehensive Plan, as well as the assessed value. The land donation offer shall be forwarded to the Plan Commission for review and recommendation.

(c) The Plan Commission's recommendation shall be forwarded to the Common Council for review and final action.

(d) Upon Common Council approval, the property closing shall be finalized by City staff and the City Attorney.

ADOPTED: 478 (1807) 6/11/2013

AMENDMENTS: 478 (2016-1866) 01/26/2016

LEASE AGREEMENT AND OPTION TO PURCHASE

The City of Ashland, hereinafter "City" and American Legion, Kelly Johnson Post No. 90, hereinafter "Legion" agree as follows:

1. The City is the owner of certain real property and improvements commonly known as the Water Utility Building located at 220 Main Street East in Ashland, Wisconsin 54806 and legally described as:

The East Fifty (50) Feet of Lots Twenty-one through Twenty-four (21 - 24), Block One Hundred Seven (107), Ellis Division, City of Ashland, Ashland County, Wisconsin.

2. The City hereby leases to the Legion the entire Water Utility Building structure on the following terms and conditions:

- A. The term of the lease shall be one year from October 1, 1997 through September 30, 1998.
- B. Rent shall be \$100.00 per month, paid on the first of each month.
- C. Legion shall pay for all utilities, repairs and maintenance for the structure.
- D. Legion shall carry its own insurance on any personal property on the premises.
- E. Legion shall indemnify and hold the City harmless from any and all liability of any nature and kind arising from the Legion's use and occupancy of the leased premises and Legion shall maintain a policy of public liability insurance with combined limits not less than \$500,000.00 to effectuate the indemnity of the City.
- F. The lease may be terminated on 30 days' notice.
- G. Legion has inspected the premises and is satisfied with the condition of the premises and accepts the premises "as is".

3. Option to Purchase. At any time during the term of the lease, the Legion may purchase the leased real property and improvements from the City on the following terms and conditions:

- A. Option shall be exercised by giving written notice to the City Clerk of the City of Ashland.
- B. The option purchase price shall be \$25,000.00.

- C. Any lease payments paid by Legion to City shall be deducted from the purchase price.
- D. City shall convey title to Legion by quit claim deed.
- E. If the Legion desires evidence of title, it may obtain that at its cost.
- F. The real property and improvements shall be conveyed "as is" and "where is" and City makes no representations or warranties as to the structure or premises and Legion agrees to accept the land and building in its current state and acknowledges that it has made a full inspection and has full knowledge of the present condition of the land and building.
- G. The City shall be responsible for removing the underground petroleum storage tank and remediation of contaminated soils resulting from the presence of the tank.
- H. Closing of the transaction shall be within thirty days after notice of exercise that the option has been given to the City by the Legion.

In Witness Whereof, the said City of Ashland has caused these presents to be signed by Lowell J. Miller, its Mayor, and Carol A. Larson, its Clerk, at Ashland, Wisconsin and its corporate seal to be hereunto affixed this 25th day of September, 1997.

CITY OF ASHLAND

By 
 Lowell J. Miller, Mayor


 Carol A. Larson, Clerk

State of Wisconsin)
) s
 County of Ashland)

Personally came before me this 25th day of September, 1997, Lowell J. Miller, Mayor, and Carol A. Larson, Clerk, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and Clerk of the City of Ashland, and acknowledged that they executed the foregoing instrument as such officers as the

acknowledged that they executed the foregoing instrument as such officers as the deed of said legion, by its authority.

Patti Ekstrom

Notary Public, Ashland County, Wisconsin

My commission expires: 8-15-99

dgCityLeg

AGREEMENT AND RELEASE

The City of Ashland, hereinafter "City" and American Legion, Kelly Johnson Post No. 90, hereinafter called "Legion", agree as follows:

- 1) The City and Legion are currently parties to a Lease Agreement whereby Legion leases space from City in the building located at 222 Ellis Avenue, Ashland, Wisconsin, comonly known as the Leisure Services Building. A copy of said Lease Agreement is attached hereto and marked Exhibit A.

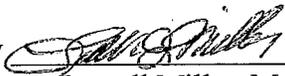
The City intends on selling the Leisure Services Building to M & I Bank and terminating Legion's Lease.

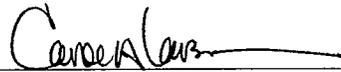
- 2) The City shall pay Legion the sum of Seventy-five Thousand and No/100 Dollars (\$75,000.00) at closing.
- 3) This Legion releases, discharges and concludes any and all claims, liabilities and/or obligations between City and Legion arising out of the Lease Agreement, including, but not limited to, City's obligation to provide Legion a "... comparable alternative home for a period not to exceed 20 years from the date of said sale ..." under the terms of the Lease.

The Legion releases City from any and all claims of any sort or nature arising from the termination of the Lease Agreement, the sale of the subject building to M & I Bank and the Legion's displacement from the premises.

- 4) This is for a complete settlement of a disputed claim. The parties agree and represent that they fully understand this transaction and enter into the transaction of their own free will.

CITY OF ASHLAND:

By 
Lowell Miller, Mayor

By 
Carol Larson, Clerk

Subscribed and sworn to before me
this 15th day of Sept, 1997.


Notary Public, State of WI
My Commission Expires: 8/15/99

AMERICAN LEGION
KELLY JOHNSON POST NO. 90:

By John E. Price
Commander

By Carl J. Riedem
Adjutant

By Patrick Popychalla
Trustee

By Alvan T. Anderson
Trustee

By Carl M. Seeger
Trustee

Subscribed and sworn to before me
this 25th day of Sept, 1997.

Patti Ekstrom
Notary Public, State of WI
My Commission Expires: 8/15/99

This Instrument Drafted By:
Scott W. Clark, City Attorney
SBA No.: 1017057
Ashland, Wisconsin 54806

LEASE AGREEMENT

48

This agreement, made and entered into between the City of Ashland, Wisconsin, a municipal corporation, hereinafter called Lessor, and American Legion, Kelly Johnson Post No. 90, hereinafter called Lessee:

The Lessor hereby leases to the Lessee, subject to the terms and conditions hereinafter specified, the following described premises:

The basement of the building presently standing on Lots One to Four, inclusive, of Block 108 of Ellis Division of the City of Ashland with the exceptions hereinafter stated.

Said leased premises shall not include the furnace room of said basement which shall be retained by said Lessor for the purpose of maintaining and operating the heating system for the entire building. The leased premises shall include the area formerly known as the coalbin, which is currently used as a store room.

Lessee may use the leased premises for clubrooms, a canteen, and activities of the Lessee and its associates. The lessee may allow other appropriate functions to occur in the leased premises which are approved by lessee trustees.

The term of this lease shall be for the shorter of the term during which there is an active American Legion Post in the City of Ashland or the useful life of the existing structure on the above described premises. This agreement and the Lessee's tenancy shall terminate upon the determination by the City of Ashland Building Inspector that the existing structure must be razed because it is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation, occupancy or use.

Should the City of Ashland desire to sell the land and improvements at Lots One to Four, inclusive, of Block 108 of Ellis Division of the City of Ashland before the end of the above described useful life of the building, the City of Ashland shall be responsible for providing the Lessee with a comparable alternative home for a period not to exceed 20 years from the date of said sale. No sale shall be made without sixty (60) days written notice to said Lessee.

This agreement is not assignable and shall terminate as provided above or upon the Lessee's notice of intention to vacate the premises. There may be no subleasing of the leased premises without the written consent of the Lessor.

The members of the Lessee and its Associates shall have the right to use the parking area adjacent to said building. This right is non-exclusive and persons using the leased portion of the premises for the purpose for which the same are leased to the Lessee shall also have the right to use such parking area.

Exhibit A

Lessee shall pay the sum of \$37.36 per month for a contribution to the utility expenses of the building, including electric service, water service, and heat. Said payment is subject to adjustment for increased costs for such services, but shall in no event be increased at an annual rate of more than \$2.50 per month.

The Lessee shall not make any material alteration or material addition to the structural portions of the leased premises without the prior consent of the Lessor. Any additions made by the Lessee to the building, which cannot be removed by Lessee without damage to the building, shall become the property of the Lessor upon termination of this lease unless the Lessee, after removal of any such addition, shall restore the affected portion of the building to substantially the condition it was at the time the addition was made.

The Lessee may decorate and remodel the leased premises. Any work to be done by the Lessee will be done under the supervision and subject to the approval of the City of Ashland Building Inspector.

The Lessee shall be responsible for cleaning and maintaining the leased premises. The Lessee shall be responsible for any and all damages caused by said Lessee to the leased premises.

The Lessee shall hold the Lessor harmless from any and all liability for personal injury or property damage caused by the negligence of the members of the Lessee, or its Auxiliary or caused by the Lessee's activities or use of the leased premises.

The Lessee may provide an insurance policy for fire and extended coverage for the Lessee's personal property and improvements in said leased premises. The Lessor shall not be responsible for any loss or damage to Lessee's personal property or improvements in said leased premises not caused by the negligence of the Lessor.

The Lessee may use the first floor of the Youth Center building for Legion activities up to six (6) times per year. There shall be at least 30 days written notice given to the City Clerk prior to the intended use. In the event of any conflict between the Lessee's intended use and any of Lessor's scheduled activities at the Youth Center, the Lessor's activity shall have priority.

The Lessor will be responsible for dismantling or removing any equipment found in the Lessor's space which the lessee has requested to use. The Lessee shall be responsible for setting up and taking down any tables, chairs or other portable fixtures required by their scheduled function to be held in the Lessor's space. The Lessee shall take full responsibility for any property damage and shall return the area to its pre-event condition after the event, with the exception of gymnastic equipment, which shall be the responsibility of the lessor.

The Lessor may request to use that portion of the building leased by the Lessee. The Lessor shall submit the request in writing to the Commander of

the American Legion, P.O. Box 442, Ashland, WI 54806 at least 30 days in advance of the event stating the purpose for which the request is made. The Board of Trustees shall meet on the first Wednesday of the month and shall notify the Lessor whether or not the request has been approved immediately thereafter. In the event of any conflict between the Lessor's intended use and any of the Lessee's intended activities for the leased area, the Lessee's activity shall prevail. If the request is approved and the event is held, the Lessor shall take full responsibility for any property damage and shall return the area to its pre-event condition after the event.

American Legion
Kelly Johnson
Post #90

City of Ashland

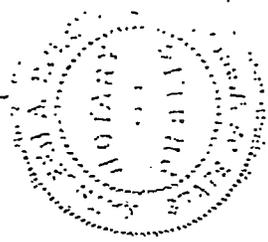
Richard J. Kuntz James J. Moore
Commander Mayor

Carol M. Seeger
Adjutant

Carol A. Larson
City Clerk

Pat Popychilla
Witness

Kathleen A. Holowitz
Notary Public



May 16, 1990
Date

May 17, 1990
Date



AGENDA BILL

Ref: 050

COMMITTEE AGENDA:
COUNCIL AGENDA: 8A (03-13-2018)

SUBJECT: Approve to Accept a Grant Award From Wisconsin Department of Natural Resources Recreational Trails Program for the City of Ashland Waterfront Trail Repair

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks and Recreation Department

DATE SUBMITTED: March 6, 2018

CLEARANCES: Finance Director
City Administrator

EXHIBITS: A-Outdoor Recreation Aids Grant Agreement and Award Letter
B-Stewardship Local Assistance, Federal Land & Water Conservation Fund & Recreational Trails Program Grant Application
C-Recreation Grant Project Cost Estimate Worksheet

EXPENDITURES REQUIRED: \$43,600 Grant Award
\$31,600 Required Cash Match
\$12,000 Forced Labor and Equipment Match
\$87,200 Total

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$31,600 Fund 453 Waterfront Development

TREASURER'S CERTIFICATE: NA

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

RECOMMENDED MOTION: Approve to accept a grant award from Wisconsin Department of Natural Resources Recreational Trails Program for the City of Ashland Waterfront Trail Repair Project for the amount of \$43,600, and to use \$31,600 from the Waterfront Development Fund as a cash match

SUMMARY STATEMENT: The City of Ashland had requested and has been awarded assistance from the Wisconsin DNR Recreational Trails Program to assist in fixing four sections of damaged waterfront trail. The request was approved by Council in April, 2017, and submitted on May 1, 2017, before the Nor'Easter storm of October 27, 2017.

Grant funds will be used to purchase 12"-plus size blasted rock to create a revetment (rip rap) along the Lake Superior shoreline in four areas, all along the waterfront trail: between Solstice Outdoors and Sanborn Avenue West, just east of the Hot Pond, west of the Boat House, and near the Water Utility.

The City will be receiving 1000 tons of heavy riprap from WisDOT and Ashland County to assist with the

shoreline revetment. The City has also applied for a WisDOT TAP to assist with the revetment and fixing 52
damages to the waterfront trail. City staff will continue to look for other funds for this project. Estimated cost to
fix the 4 failing section of trail is approximately \$1 million.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



February 27, 2018

► REQUIRES IMMEDIATE ACTION ◀
Recreational Trails Program
Grant# RTP-879-17N
Grant Amount: \$43,600.00

Sara Hudson, Director of Parks
City of Ashland
400 4th Ave W
Ashland, WI 54806

Dear Ms. Hudson:

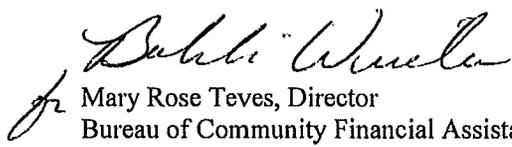
Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Ashland Waterfront Trail Repair, 2017-18*

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Ed Slaminski at the Northern Region - Spooner, 810 W Maple St, Spooner, WI 54801. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

- Grant Award Time Period: November 18, 2017 through June 30, 2020.** All project activities must occur within this time period to be eligible costs for reimbursement.
- Reimbursement Check:** Your reimbursement check will be mailed to City of Ashland, Sara Hudson, 400 4th Ave W, Ashland, WI 54806. Please notify us if this is not the correct person to receive checks.
- Changes to the approved project scope** may not be made without prior approval from the Department.
- Please note:** To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aid/Grants.html>.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Ed. Feel free to contact Ed at 715-635-4130, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,


Mary Rose Teves, Director
Bureau of Community Financial Assistance

State of Wisconsin
Department of Natural Resources
P. O. Box 7921
Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT
Form 8700-065
Rev. 08-16

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor City of Ashland	Project Number RTP-879-17N								
Project Title City of Ashland Waterfront Trail Repair, 2017-18									
Period Covered by This Agreement November 18, 2017 Through June 30, 2020	Name of Program Recreational Trails Program								
Project Scope and Description of Project The City of Ashland will utilize recreational trails program funding to repair several sections of the Waterfront trail damaged due to erosion from the lake. The project will involve riprap and repaving.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$87,200.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">Up to 50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$43,600.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$43,600.00</td> </tr> </table>	Total Project Cost	\$87,200.00	Cost-Share Percentage	Up to 50%	State Aid Amount	\$43,600.00	Project Sponsor Share	\$43,600.00	<ol style="list-style-type: none"> 1. <i>Chapter NR 50, Wisconsin Administrative Code</i> 2. <i>Application Dated 05/01/2017</i>
Total Project Cost	\$87,200.00								
Cost-Share Percentage	Up to 50%								
State Aid Amount	\$43,600.00								
Project Sponsor Share	\$43,600.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Trails Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$43,600.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or

premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Projects involving development or modification of facilities must comply with 2010 Americans with Disabilities Act requirements. DNR guidance is available at <http://dnr.wi.gov/files/PDF/pubs/cf/CF0031.pdf>
2. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at: https://dnr.wi.gov/topic/stormwater/standards/const_standards.html. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
3. This project is using Federal funds or is using state funds that the DNR is using as match to a Federal grant. As a result, you are required to complete DNR Form 9300-230 <http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>, titled Grant Partner Financial Data Report, and submit the completed form to the DNR along with each reimbursement request that you submit.
4. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
5. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.

C. Basic Federal Grant Conditions

1. Disadvantaged Business Enterprises (DBE) in grant project related activities
 - a. This requirement relies on your voluntary actions of project sponsors to demonstrate that they have taken affirmative steps to make DBE enterprises aware of project activities that are subject to public bidding or requests for proposals (RFP) for professional services. The current DBE eligibility directory is found on the Wisconsin Department of Transportation's website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>
 - b. RFP – Voluntary actions for RFPs for professional services such as engineering or design include making DBE enterprises aware of your services.
 - c. Public Bidding – There are two voluntary actions requested of project sponsors: (1) your bid specifications encourage general contractors to use DBE enterprises as subcontractors where appropriate, and (2) when you publicize bid specifications for any portion of your RTP grant, that you review the eligibility directory for appropriate DBE contractors and provide the bid announcement to them by direct mail. There are no additional requirements regarding the normal review and selection of the lowest responsible bidder.
 - d. Depending on your project, you can indicate your affirmative actions through the following items that would be appropriate:
 - i. Copies of correspondence that indicate DBE enterprises that were involved in the RFP process for professional services.

- ii. Copy of the bid specifications that indicate your encouragement of general contractors utilizing DBE contractors as subcontractors.
- iii. Copies of the direct mail letters to DBE contractors announcing the opportunity to provide a bid on the project construction activity.
- iv. Copies of the DBE Contract Summary indicating DBE contractors solicited and contractor's follow-up.
- e. If the DBE Contractor is selected as the lowest responsible bidder, then it should be so noted as part of the project claim documentation. We will rely upon the project billing submission as the appropriate point to report on DBE participation.

2. Audit Requirements, Regulations and Financial Record Retention of Federal Funds

- a. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines issued by Wisconsin Department of Administration, State Controller's Office and found at <https://www.ecfr.gov/cgi-bin/text-idx?SID=9b51e871f90641719d99f048171d1e3c&mc=true&node=sp2.1.200.e&rgn=div6>.
- b. This grant is funded through Fixing America's Surface Transportation (FAST) Act which reauthorized the Recreational Trails Program (RTP) for Federal fiscal years 2016 through 2020 as a set-aside of funds from the Transportation Alternatives (TA) Set-Aside under the Surface Transportation Block Grant Program (STBG). This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, <http://www.cfda.gov> or beta.sam.gov.
- c. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

3. Data Universal Number System (DUNS) and Central Contractor Registration (CCR)

- a. All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.
- b. All subrecipients of federal funds must maintain annual registration in the CCR database: <https://uscontractorregistration.com/central-contractor-registration-ccr/>.

4. Transparency Act Reporting for Federal Funds

- a. The Federal Funding Accountability and Transparency Act (FFATA) requires WDNR to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 WDNR makes with federal funds it received after October 1, 2010. Prior to receiving funds, each affected subrecipient must report certain information to the WDNR so that the WDNR can fulfill its FFATA reporting requirements. Data reported by the WDNR may be viewed at www.USASpending.gov.

5. Cost Principles for Federal Grants to State and Local Governments

- a. 2 CFR Part 225 (formerly known as OMB Circular A-87) requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable.
- b. Examples are included below.
 - i. The cost of alcoholic beverages is unallowable.
 - ii. Costs incurred by advisory councils are allowable.
 - iii. Audit costs are allowable.
 - iv. Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - v. Entertainment costs are unallowable.
 - vi. Equipment costs are allowable with the prior approval of WDNR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be

sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with WDNR, insurance on the equipment is allowable. Contact WDNR for information required to be captured and recorded.

- vii. Travel costs are allowable if pre-approved by WDNR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
- viii. If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.

6. Nondiscrimination Requirements

- a. If you receive federal funds, you must comply with, and you must require your subcontractors, if any, to comply with, all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- b. Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- c. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the WDNR.
- d. In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By *Mary Rose Teves*
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)

Feb. 27 2018
(Date)

Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application Form 8700-191 (R 03/17) Page 1 of 5

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant		Individual Authorized to Act on Behalf of Applicant	
City of Ashland		Sara Hudson	
Street or PO Box		Title	
601 Main St W		Director Parks and Recreation	
City, State, Zip Code		Telephone Number	Fax Number
Ashland, WI 54806		(715) 682-7059	
County		E-Mail Address	
Ashland		shudson@coawi.org	

Mail Check to (If different from applicant):

Name		Address	
Organization:		City	State ZIP Code

Section 1: Project Information						Financial Summary	
Project Title: Ashland Waterfront Trail Repair						Total Project Costs \$87,200	Grant Request (up to 50%) \$43,600
Project Type: (Check one)						Sponsor Match Sources:	
<input type="radio"/> Maintenance (RTP only) <input checked="" type="radio"/> Development <input type="radio"/> Renovation <input type="radio"/> Land Acquisition <input type="radio"/> Easement						Sponsor Funds:	
						Cash	\$ 31,600
						Force Account Labor	\$ 6,000
						Force Account Equipment	\$ 6,000
						Force Account Materials	
Project Location						Donations (Non-Governmental)	
Township	Range	Section	¼	¼ ¼	County	Land	\$
47 N	4	33	NE	NW	Ashland	Cash	
GPS Coordinates: 46.582599 -90.914022						Labor	
Congressional/Legislative District Numbers						Materials	
WI Senate		WI Assembly		US Congress		Equipment	
25		74		7		Other	
D-U-N-S # 071499719						Total Sponsor Match:	\$43,600

Project Description

Provide a detail description of the project proposal that includes the primary purpose and goals; description of the project: public access and use; implementation and key partnerships; and operation and maintenance of the project.

The City of Ashland is seeking funding to repair the Waterfront Trail section of Ashland Rails to Trails System (ARTS). The ARTS has been a decade's long project and is still a work in progress. High water levels and increased frequency of storms that bring high winds and wave action have eroded away large sections of the shoreline and are undermining the existing trail.

The ARTS is a pedestrian looped trail that is 11.5 miles long constructed on old railroad corridors in the City of Ashland. The ARTS trail is broken into two three sections: Waterfront Trail (for which this grant is written), the 5th St. Corridor and the Spur Trail. Most of the existing shoreline is has been protected by a wide variety of rock sizes, shapes and material. There is no evidence of actual designs the shoreline protection, rather the rock and large slabs of waste concrete was just dumped over the eroded edge many years ago. There are several sections along the trail that have failed and subsequently repaired over the years. Of these repairs, all or most of the smaller rock has failed and is now laying in front of the shoreline in the shallow water, exposing the earthen shoreline slope. Making is susceptible to wind and water erosion.

The goal of this project is to fix four sections of the Waterfront Trail that City staff has identified as hazardous and repave parts of trail damaged by several storms in 2015 and 2016.

Grant monies will be used to purchase 1600 tons of large (12" plus) blasted rock to from local pits, two rolls of geotextile fabric to be placed along the shoreline for erosion control. The City will also contract out with a local paving company to repave parts of the deteriorating and damaged trail.

This project will continue to allow public access to 21,350' of Lake Superior shoreline in the City of Ashland. The ARTS connects nine city parks, 4 public beaches and pedestrian to downtown Ashland via the Ed Griffith's pedestrian underpass.

UW Sea Grant has visited the four sites of in need of repair and has given the City a recommendation on how to fix the eroding shoreline. UW Sea Grant and Wisconsin Coastal Management have agreed to be partners on this project. Implementation of this project will be performed by City Staff and a contracted local paving company. Operation and daily maintenance of the trail will continue to be done by the City of Ashland.

Section 2: General Project Information

1. **Park/Trail/Recreational Area Name:** Ashland Rails to Trails System : Waterfront Trail (i.e. Lakeshore Park, Big Ben Recreational Area, Six Mile Wilderness Trail, etc.)

Total Park Acreage: 2.00 **Acreage for this Project:** 1.00

- Project site is undeveloped
- Project site is partially developed

2. **Are there any underground utility easements or overhead power lines on the property?** Explain:
Yes - The ARTS runs 11.5 miles thru the City of Ashland, power lines cross the trail and there are underground utility easements several places.

3. **How will the public access the property?** (Check types)
 Roadway Trail Adjacent applicant property By Water
 Other _____

4. **When will the property or facility be open to the public?** Currently is open to the public

5. **Who is the primary project manager?** Applicant from Page 1 Other - Specify: _____

6. **Who is handling the financial administration of the project?** Applicant from Page 1
 Other - Specify: _____

7. **Estimated Project Timeline:**

Acquisition: Have you already purchased the property? If yes, date _____
If so, have you received a DNR "letter of retroactivity" for the project? Yes No
If no, anticipated closing date: _____

Development: Anticipated Start Date 08/01/2017
Anticipated Completion Date 06/30/2018

8. **Describe the current project site and use.** (Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.)
The proposed project will repair four washout areas along the waterfront trail. The trail is built on an old railroad corridor the parallels Lake Superior for over five miles (from one end of Ashland to the other). The trail has been in existence for over 15 years. The current land use and zoning classification is public park lands.

9. **Are there any known controversies/complications with the proposed project?** Are there any measures proposed to address the controversies/complications?
No

10. Has the area been surveyed for endangered and rare species? If yes, explain.

No

11. Have you discussed the project with your regional DNR Community Services Specialist? Yes No

DNR Contact Ed Slaminski

IF ACQUISITION:

12. The landowner (seller) is a(an): Individual Developer Corporation Other: _____

13. Is the property located within the boundaries of another unit of government? Yes No
If yes, attach copy of approval resolution from other jurisdiction.

14. Is the property currently being leased or rented? Yes No

If yes, Date agreement expires: _____

If yes, explain and include copy of the lease.

15. Are there any buildings on the property? Yes No

If yes, explain what will be done with them.

16. After (or at the time of) the land purchase, will a conservation easement be executed on the property? Yes No

If yes, explain and attach draft easement.

17. Did the seller originally acquire property 3 or less years before expected date of purchase? Yes No

If yes, attach copy of seller's deed for potential grant calculation purposes.

18. Will the property be transferred to another eligible sponsor? Yes No

If yes, explain and provide the adopting resolution from the accepting sponsor

19. Is seller requiring payment for property over time? Yes No

If yes, explain.

IF DEVELOPMENT:

20. Does someone other than the applicant from page 1, own the site? Yes No
If yes, explain and attach easement or lease document.

21. Does the State of Wisconsin own the site Yes No
If yes, explain and attach the land use agreement/memorandum of understanding.

22. What soil disturbance will be occurring on the site and what is the size of the total disturbed area?
There are four sites that are in need 12" plus size rip rap to be placed to reduce shoreline erosion. Soil disturbance could happen from the use of heavy equipment to haul and place the geotextile fabric (erosion barrier) and large blasted rock used for rip rap. Size of the area is approximately 30,000 square feet.

Certification
I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative Sara AH Hudson	Title Director Parks and Recreation
Signature	Date Signed

Recreation Grant Project Cost Estimate Worksheet

Form 8700-014 (R 07/14)

For use with Recreation Grant Application Forms

ACQUISITION PROJECT COST ESTIMATE: NOTE: If project includes more than two parcels, attach additional information.

	Parcel 1	Parcel 2	Total
1. Parcel Owner			
2. Number of Acres being Purchased			
3. Grant Eligible Acres			
4. Option Expiration Date			
5. Option Amount	\$	\$	\$
6. Appraised Value :			
Land	\$	\$	\$
Improvements	\$	\$	\$
7. Subtotal	\$	\$	\$
8. Estimated Other Eligible Acquisition Costs Total	\$	\$	\$
List costs included in above:	\$	\$	
	\$	\$	
	\$	\$	
9. Grand Total Project Costs: (Add Lines 7 & 8)			

DEVELOPMENT PROJECT ITEMS LISTING: NOTE: This list is intended as a guideline and is not a complete list.

- | | | | |
|---|---|--|---|
| <p>SERVICES</p> <ul style="list-style-type: none"> Pre-approval Engineering Post-approval Engineering Supervision Feasibility Studies Planning Administration <p>BOATING AREA</p> <ul style="list-style-type: none"> Ramp Apron Launch Ramp Bulkhead/Seawall Riprap Security Lighting <p>CAMPSITES</p> <ul style="list-style-type: none"> Tables Grills/Fire Rings Camp Pads (Gravel, Asphalt) Refuse Containers <p>EQUIPMENT</p> <ul style="list-style-type: none"> Benches Trash Receptacles Other (identify) <p>FISHING AREA</p> <ul style="list-style-type: none"> Fishing Pier Bank Stabilization Riprap Bank Fishing Site <p>LANDSCAPING</p> <ul style="list-style-type: none"> Tree/Shrub Planting Sodding/Grass Seed Mulch/Fertilizer Retaining Walls <p>OTHER/MISCELLANEOUS</p> <ul style="list-style-type: none"> Specify | <p>PARKING</p> <ul style="list-style-type: none"> Gravel/Paving Curbs/Bumper blocks Striping <p>PICNIC AREA</p> <ul style="list-style-type: none"> Tables/Grills Trash Receptacles Shelters General Construction Electrical/Water Service <p>PLAY AREA</p> <ul style="list-style-type: none"> Play Equipment Equipment Installation Surfacing Material <p>ROADS</p> <ul style="list-style-type: none"> Gravel Base/Paving Curb and Gutter <p>SIGNING</p> <ul style="list-style-type: none"> Signs Posts/Hardware Installation Walkways/Trails Interpretive/Informational Parking <p>SITE PREPARATION</p> <ul style="list-style-type: none"> Cleaning/Grubbing Rough Grading/Fine Grading Fill/Top Soil Building Demolition Drainage Structures Storm Sewers <p>SPORT COURTS</p> <ul style="list-style-type: none"> Tennis Sand Lift Gravel/Paving Fencing | <p>Color Coating</p> <p>Lighting</p> <p>Volleyball</p> <p>Basketball</p> <p>Hockey Rinks</p> <p>Sand/Gravel Base</p> <p>Dasher Boards</p> <p>Lighting</p> <p>Water Hydrant</p> <p>Multipurpose Courts</p> <p>SPORTS FIELDS-should include specific items as shown under Softball.</p> <p>Softball</p> <p>Infield Mix</p> <p>Backstop/Fencing</p> <p>Grass Seeding/Sodding</p> <p>Player Enclosures</p> <p>Bleachers with Pads</p> <p>Lighting</p> <p>Sprinkling Sys/Drainage Tile</p> <p>Soccer/Football</p> <p>Baseball</p> <p>Skating Rinks</p> <p>Multipurpose Game Fields</p> <p>Sledding/Toboggan Hills</p> <p>SWIMMING AREA</p> <p>Beach</p> <p>Dredging</p> <p>Sand Blanket</p> <p>Raft/Pier</p> <p>Guard Towers</p> <p>Buoys & Ropers</p> <p>Bathhouse</p> <p>Swimming/Wading Pool</p> <p>Pool Tank</p> <p>Filtration Equipment</p> <p>Fencing</p> <p>Pool Equipment</p> | <p>TOILETS</p> <ul style="list-style-type: none"> Flush Toilets General Construction Plumbing Electrical Sewer/Water Laterals Vault Toilets <p>TRAILS</p> <ul style="list-style-type: none"> Clearing Surfacing Overview Structures Boardwalks Culverts Bridges Grading <p>UNDERGROUND ELECTRIC</p> <ul style="list-style-type: none"> Trenching Junction Boxes Conduit Transformers <p>WALKWAYS</p> <ul style="list-style-type: none"> Fill Gravel Paving Culverts Bridges Curb Cuts <p>WATER SYSTEMS</p> <ul style="list-style-type: none"> Well Pump Distribution Fountains Spigots/Hose Bibs |
|---|---|--|---|



66

AGENDA BILL

Ref: 047

COMMITTEE AGENDA:
COUNCIL AGENDA: 8B (03-13-2018)

SUBJECT: Approve a Resolution to Approve the Sale of City-Owned Land, Parcel #201-01224-0000, to Marlene Martin

RECOMMENDATIONS: Approval of Resolution

DEPARTMENT OF ORIGIN: Department of Planning & Development

DATE SUBMITTED: 03/07/2018

CLEARANCES: Department of Planning & Development
Plan Commission (*Approved 6-1, Amman opposed 03/06/2018*)

EXHIBITS: A-Proposed Resolution
B-Plan Commission Staff Report, 3-06-2018
C-Public Hearing Comments and Staff Responses
D-Map of Proposed Land to be Sold
E-Offer to Purchase

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHSNIVE PLAN OF RECORD:

RECOMMENDATION:

Approve the resolution to approve the sale of a portion of city-owned land, Parcel #201-01224-0000, an approximately 0.03 acre portion of the parcel adjacent to 705 Lake Shore Drive East, to Marlene Martin.

SUMMARY STATEMENT:

See attached Staff Report.

RESOLUTION

No. _____

RESOLUTION TO APPROVE THE SALE OF CITY-OWNED LAND, PARCEL #201-01224-0000, TO MARLENE MARTIN

WHEREAS, Marlene Martin is interested in purchasing an approximately 0.03 acre portion of City-owned land, Parcel #201-01244-0000, located directly adjacent to her property at 705 Lake Shore Drive East; and

WHEREAS, the Plan Commission held a Public Hearing on March 6, 2018, and has recommended approval of the sale per Chapter 478.07, Ashland City Ordinances *Citizen-Initiated Purchase Request*.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland hereby directs that the portion of land be sold to Marlene Martin for one-hundred dollars (\$100) contingent upon the following:

- 1) The property to be purchased shall be surveyed to identify the specific area of land being acquired prior to final sale

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby approves the sale of the described land area to Marlene Martin.

PASSED: March 13, 2018

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

David Siegler, City Attorney

Find yourself next to the water.



City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 www.coawi.org

**DEPARTMENT OF
PLANNING &
DEVELOPMENT**

601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – March 6th, 2018

Agenda Item # 5a: Public Hearing and Consideration of an Offer to Purchase City-owned property

Applicant: Marlene Martin

Parcel No: 201-01224-0000

Staff Contacts: Megan McBride

Background

Marlene Martin has submitted an offer to purchase City-owned land directly adjacent to her parcel located at 705 Lake Shore Drive E. She is offering \$100 for this approximately 0.03 acre piece of land, and also requesting that the real estate taxes be prorated through the day prior to the sale closing.

The property in question was acquired by the City from the railroad as part of the overall ore dock land transfer. Per state statutes the City must retain property 33 feet from the centerline of each outermost track of where the railroad existed, and all land in between. Therefore, this 17 foot wide section of land is all that the City is legally able to sell. This proposal has been brought forward through the citizen-initiated land purchase request process for non-essential City-owned land as detailed in ordinance 478. All required City staff were notified of this purchase request and asked to identify concerns or additional conditions; no comments or concerns were identified.

The principal structure owned by Marlene Martin at 705 Lake Shore Dr E currently encroaches onto City-owned land, prompting this request to address this encroachment. This proposed land purchase would eliminate the encroachment and bring the principal structure into compliance with parcel setback requirements. The property owner plans to demolish the existing garage which also encroaches onto City-owned land.

Review Criteria for Offer to Purchase and Sale of Land:

1. Consistency with the Comprehensive Plan:

The Comprehensive Plan calls for careful disposition of vacant land. This means making financially sound decisions with the land that we own, and ensuring that the highest and best use for the land is achieved. Based on the size and irregularity of this parcel and its

location between private property and land the City is legally obligated to retain, incorporating this land into the adjacent parcel to put it back on the tax roll and bring the structure into conformance with our Unified Development Ordinance standards is consistent with the plan.

2. Consistency with the Unified Development Ordinance (U.D.O.):

A. Zoning District: Waterfront City Center (W-CC) and Gateway Overlay

The addition of this land to the existing parcel at 705 Lake Shore Dr E will bring the property into conformance with the setback requirements set forth in the UDO for the Waterfront City-Center (W-CC) district.

B. Compatibility of Proposed Development with Existing Development.

The land will continue to be utilized for residential use as is, with no change resulting that would impact the surrounding property owners or any possible future development by the City for transportation or recreational use.

STAFF RECOMMENDATION ON CONSISTENCY WITH THE U.D.O:

Combining this lot with the adjacent lot will bring it into conformance to eliminate the encroachment into City-owned land and bring the property into conformance with UDO setback requirements.

3. Criteria for Determination of Highest and Best Use by the Appraisal Community:

It is known throughout the appraisal community that to determine the highest and best use of a property, the use must meet the following four criteria:

- A. The use is legally allowable;
- B. The use is physically possible;
- C. The use is financially feasible; and
- D. The use will achieve maximum productivity.

Listed below (*in italics*) are the questions the appraisal community uses to determine highest and best use.

A. The use is legally allowable:

Is the use permitted outright or conditionally per the zoning ordinances and does it follow along with the written land use plan in the adopted Comprehensive Plan?

The piece of land in question would be incorporated into the existing parcel to operate as a residential use which is permitted in this location and does not impact the parcel's conformance with our zoning ordinances or Comprehensive Plan.

B. The use is physically possible:

Does the property contain all necessary needs to supply the proposed use?

Does the use require: road access, rail access or utilities?

How much land space is required for adequate use and is there sufficient land space?

The portion of land requested for purchase would not change in use or require additional access or utilities as the principal structure is currently located on this piece of land and will continue to operate in the same way, while eliminating the current encroachment into City-owned land.

C. The use is financially feasible:

The use must generate adequate revenue to justify costs. Does the value of land "as vacant" exceed that which is "improved or used" and is there enough demand in the market to support the use?

The value of this parcel of land "as vacant" is \$0.00 while owned by the City of Ashland, whereas the sale of this land would put this non-essential City-owned parcel back on the tax roll. Due to limitations set forth requiring the City to retain 33' of land on either side of where the rail lines passed, this land would not be marketable to others.

D. The use will achieve maximum productivity:

Will the use maximize highest and best use, generate the maximum number of jobs and provide the maximum possible economic benefit for the city? Is the use capable of carrying out proposed development within a specified amount of time and is the development capitalizing on the premises' significant features?

This use will derive maximum productivity from the site, which has been deemed non-essential to the City of Ashland and would not be marketable or beneficial to others. Therefore, allowing this sale to facilitate bringing the property into conformance with our UDO standards and going back on the tax roll would promote the highest and best use for this land.

STAFF RECOMMENDATION ON HIGHEST & BEST USE:

The highest and best use for this land would be allowing this area to be added to the subject property per the request. No other nearby property owners would benefit from obtaining this portion of land, and the land is irregular and wouldn't be marketable to others. Therefore, allowing it to be added to the adjacent property to rectify existing encroachment and setback nonconformities and put this non-essential land back on the tax roll would be the highest and best use for this land area.

4. Additional Factors, including Compliance with other City Ordinances and State Statutes:

- A. The City of Ashland's sale of land shall comply with Ordinance 478: *An Ordinance to Establish the Process for Land Acquisitions and Sales*. A Class 1 Public Hearing notice was issued and property owners within 200 feet were notified of the Public Hearing.
- B. The sale of this land would eliminate the encroachment onto City-owned land and also bring the principal structure into compliance with setback requirements set forth in the Unified Development Ordinance 781.
- C. The City shall retain the required 66' corridor for potential future transportation or recreational purposes per state statute.

Staff Recommendation:

City staff recommends the APPROVAL of the Offer to Purchase land by Marlene Martin contingent on the following items:

- 1) The property to be purchased shall be surveyed to identify the specific area of land being acquired prior to final sale

As a Public Hearing is scheduled, the Plan Commission should hear all input from the public prior to making a decision.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

Plan Commission Meeting 3-6-18
Public Hearing Comments*

Public Comment Period (non-agenda items and items not including a public hearing)

No comments.

Public Hearing and Consideration on an offer to purchase a portion of city-owned land adjacent to 705 Lake Shore Drive E

Prior to the meeting:

Rick Olivo called prior to the meeting to ask for more information about the proposed land sale. After learning more details, he did not have any concerns and voiced support for the sale.

Jennifer Rodriguez called prior to the meeting to ask for more information about the proposed sale.

Comments submitted by Donna Pearson Maday prior to the meeting were included in the Plan Commission packet.

At the meeting:

Megan McBride explained that the original offer to purchase submitted by Marlene Martin extended to N 7th Avenue East, which would have allowed the possibility for a future driveway access in this location. Upon receipt of the letter from Donna Pearson Maday expressing concerns about this, McBride discussed the situation with her to attempt to identify a solution that would meet the needs of both property owners. Mrs. Maday expressed interest in purchasing the portion of land directly north of her parcel (701 Lake Shore Dr E), which Mrs. Martin agreed to and amended her offer to purchase to include the land directly south of her own parcel (705 Lake Shore Dr E). McBride then went through the staff report which detailed the amended offer to purchase, recommending staff approval of the sale as the highest and best use for the land.

John Beirl pointed out that a case may be made for adverse possession.

Donna Blazek (222 Prentice Ave) urged the City to work with Marlene Martin to ensure she be able to obtain the necessary land to address marketability concerns of her property as she attempts to sell it.

Donna Pearson Maday (701 Lake Shore Dr E) explained that she was originally opposed to the sale due to concerns of having a driveway cut behind her yard as her granddaughter will be living in the home. She, Mrs. Martin and Megan McBride discussed and came to the agreement that Mrs. Martin would amend her offer to purchase to include only land directly south of her own parcel (705 Lake Shore Dr E) to provide the opportunity for Mrs. Maday to submit an offer to purchase for the land directly behind her parcel (701 Lake Shore Dr E).

John Beirl asked why \$500 of earnest money was required if the offer amount was only \$100.

Megan McBride explained that \$500 of earnest money is required regardless of the offer amount, so if the \$100 offer is accepted the remaining \$400 will be returned to the applicant.

Mayor Lewis clarified that the reason Mrs. Martin is pursuing this sale is because she is attempting to sell her property.

Marlene Martin confirmed that this is correct, and that she was told by a realtor that the property would not be marketable with such a significant encroachment onto city-owned land.

Mayor Lewis said that the City Attorney will be consulted about making a case for adverse possession. She also asked Mrs. Martin if she intends to take down the garage as indicated in the staff report.

Marlene Martin explained that she does not want to reduce the size of the garage unless required to address the encroachment. If an alternative solution can be found that allows the garage to remain this would be her preference.

Mayor Lewis asked if the applicant would like to table the item to allow her more time to consult an attorney on the matter and resolve some of the outstanding questions.

Marlene Martin said she did not want this as her only concern is to ensure the marketability of her home. She also asked how she will obtain the legal description for exactly what land she would be purchasing if approved.

Megan McBride explained that the surveyor will determine the exact land she is purchasing and provide the legal description, which has been included as a condition of the sale. She noted that this survey work was not required prior to consideration of the request to prevent the property owner from bearing the cost of hiring a surveyor if the sale is not approved.

Mayor Lewis pointed out that this item will go to City Council on March 13th, allowing time for follow-up on some of the outstanding questions that have arisen through the Public Hearing comments and discussion.

**The Public Hearing notice was published with the legally required Class 1 notice, and letters were sent to property owners within 200 feet*

February 27, 2018

--To whom it may concern- Ashland city council- meeting March 6, 2018 6:30pm.

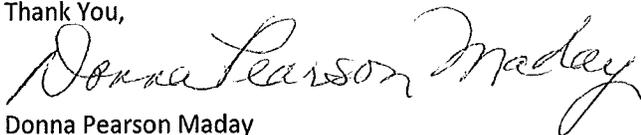
I am writing this letter of objection to the offer to purchase a portion city-owned land adjacent to 705 Lake Shore Dr. E owned by Garry and Marcie Martin.

I am Donna Pearson Maday, the current property owner at 701 Lake Shore Dr. E and see this land purchase as detrimental to my property.

I do not see why the city council would favor one property owner over another. This sale would be a burden on my property as it would decrease the value if a road is cutting through the backyard of my house. I also see it as a safety concern. There should be other options available to the Martins, they could purchase city-owned land behind their house and drive through their own property instead of my backyard and make a ninety-degree angle to access 7th Avenue East. Both these properties are zoned, residential and commercial, and the Martins are planning on selling their home and moving to Hayward. If a commercial property purchases their home, I can envision a busier traffic situation on 7th Avenue East. My house is not permanently occupied at this time but my granddaughter and great-granddaughter will be moving there in the near future.

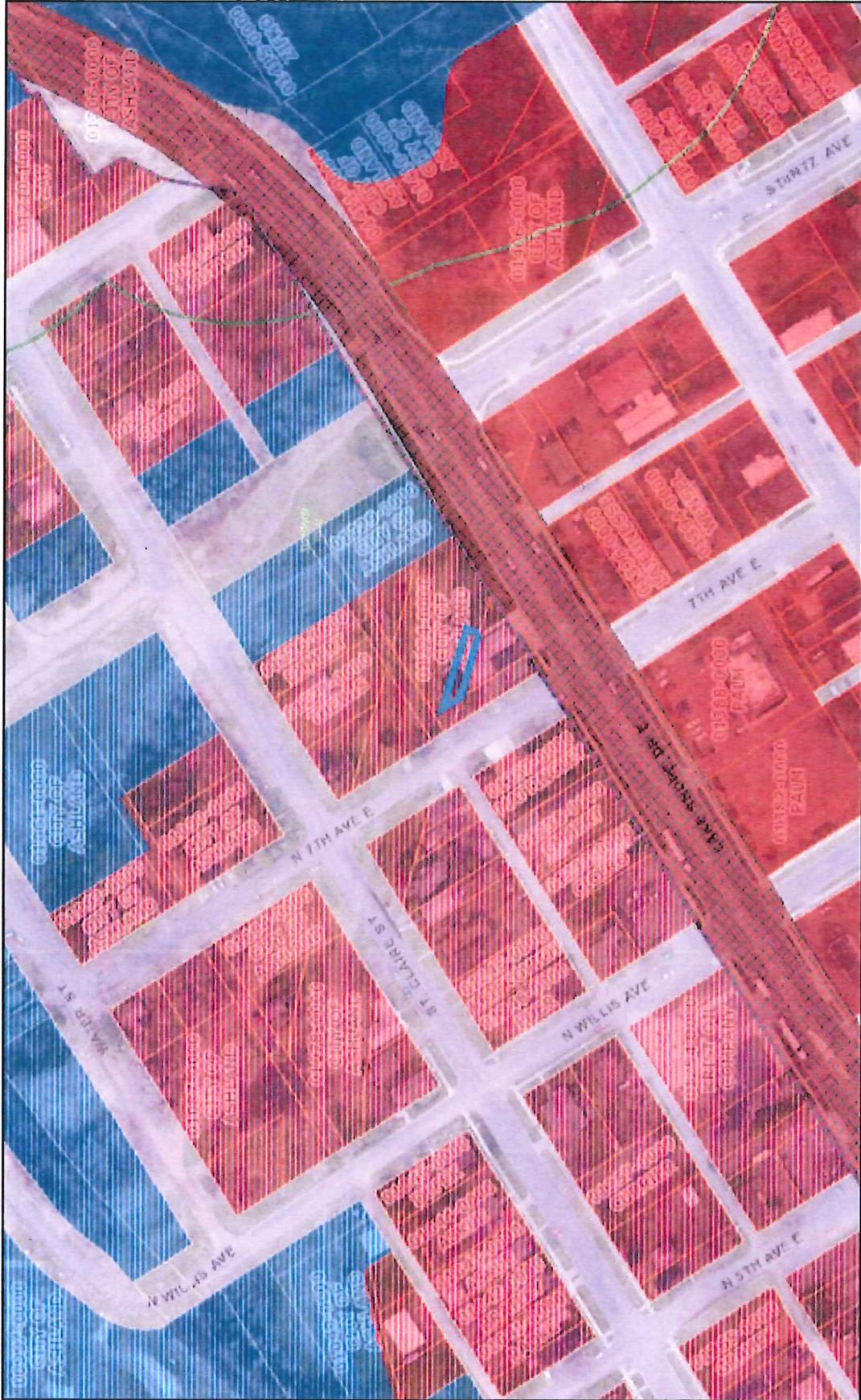
I would appreciate it if the city council would reject this sale as a detriment to safety and the property value of my home. The council should not favor one property over another. I'm sure there is another option to pursue that does not put a road through my backyard.

Thank You,



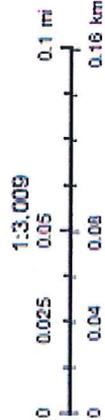
Donna Pearson Maday
55189 Corbine Rd.
Ashland, WI 54806
715-682-4196

Proposed City-Owned Land Purchase Zoning



March 2, 2018

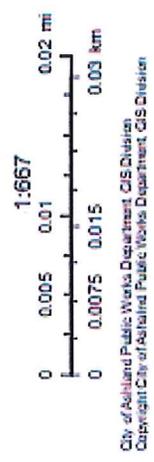
- Waterfront City Center (W-CC)
- Gateway Overlay District
- Waterfront Public/Institutional (W-PI)
- City Center (CC)



City of Ashland Public Works Department, CIS Division
City of Ashland Public Works and Planning Department

Printed from City of Ashland CIS Web Mapping

Proposed City-Owned Land Purchase



March 2, 2018

Parcel Labels

Parcel Mapping

77

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 1/23/2018 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, MARLENE MARTIN

4 _____ offers to purchase the Property
5 known as [Street Address] LAND ROSSALET TO 705 LAKE SHORE DR. E. ASHLAND WI
6 in the CITY of ASHLAND, County of ASHLAND, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: _____ Dollars (\$ 100.00).

9 _____
10 ■ EARNEST MONEY of \$ 500.00 accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: _____

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before _____ Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): _____

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): marcy.martin.us2@gmail.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
187 according to applicable regulations.

188 (Definitions Continued on page 5)

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
- 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
- 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
- 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
- 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
- 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
- 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
- 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
- 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
- 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
- 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
- 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
- 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
- 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
- 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
- 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
- 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
- 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
- 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
- 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
- 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
- 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
- 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
- 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
- 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
- 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
- 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
- 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
- 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,

298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and

299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or

300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,

301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,

302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of

303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these

304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should

305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

365 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or

474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.



82

AGENDA BILL

Ref: 051

COMMITTEE AGENDA:
COUNCIL AGENDA: 8C (03-13-2018)

SUBJECT: Approve the State Municipal Agreement (SMA) Mill and Overlay and the State/Municipal Maintenance Agreement (SMMA) for the State Hwy 112 Project

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works Department

DATE SUBMITTED: March 6, 2018

CLEARANCES: City Administrator
Public Works Interim Director
City Attorney

EXHIBITS: A-State Municipal/Maintenance Agreement
B-State Municipal Agreement
C-November 14, 2017 City Council Minutes

EXPENDITURES REQUIRED: \$50,000.00

AMOUNT BUDGETED: To be budgeted for in 2019

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approve the State Municipal Agreement Mill and Overlay, and the State/Municipal Maintenance Agreement for the State Hwy 112 Project.

SUMMARY STATEMENT: At the November 14, 2017 City Council meeting, the Council was informed that State Highway 112, also known as Sanborn Avenue, was slated for resurfacing by the Wisconsin Department of Transportation (WisDOT) in 2019 and that WisDOT was getting to the point where a State Municipal Agreement (SMA) was going to have to be approved by the City so that WisDOT can begin design engineering in 2018 for the 2019 project. The original estimate for the city share of the project was +/- \$70,000.

On February 7, 2018, Public Works staff had a teleconference with the WisDOT to discuss the scope of the project.

- The cost to widen the shoulder and the fog line markings will be completed at the City's cost, but a reduction was made to the original estimate since the Street Department will stencil the bike lane markings.
- Mid-block crosswalk removed: WisDOT does not recommend mid-block crosswalks (between 3rd St. W. and the 5th St. Corridor). City staff discussed the need for the crosswalk and agreed with WisDOT to remove it.
- Utility adjustments: The original estimate included the storm manhole adjustments as a City cost but the City is only responsible for the Ashland Utility valve and manhole adjustments. WisDOT reduced the original estimate.

WisDOT has provided a summary of costs for the City's share of the project. This includes the additional pavement for bicycles at \$27,500, urban fog line markings at \$4,500, and utility adjustments at \$12,500, as well as Preliminary Engineering and Plan Development at \$5,500, for a total of \$50,000.

The Public Works Department recommends that both the State Municipal Agreement and the State Municipal Maintenance Agreement be approved.

	STATE/MUNICIPAL <u>MAINTENANCE</u> AGREEMENT	Date: February 20, 2018 ID: 8727-00-70 Road Name: STH 112 Limits: Marengo – Ashland, STH 118 to USH 2 County: Ashland
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The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project –

As determined by project ID 8727-00-70:

The proposed improvement will primarily consist of pre-milling the existing pavement surface, a 3” cold-in-place recycling (CIR) treatment and a final HMA overlay of STH 112 between STH 118 and USH 2. In select areas, the pavement treatment will be adjusted for localized conditions. A 4” mill and 4” overlay using a rut resistant HMA mix will be performed south and within 645’ of the intersection with STH 137 where heavy truck acceleration and deceleration has created wheel ruts and shoving in the existing pavement. The pavement treatment from the intersection of Main St. W. up to the concrete pavement intersection at USH 2 will consist of a 2.75” mill and 2.75” overlay. A portion of this concrete intersection, south of the eastbound lanes of USH 2, will receive a 1.5” mill and 1.5” surface overlay. Other work performed with the project includes constructing a curb and gutter ‘pork chop’ island at the intersection of STH 118, and replacing the curb ramps within the intersection of USH 2.

Non-participating work to be completed within State project 8727-00-70:

The Municipality has requested that a bicycle facility be established from the intersection of Maple Lane to the north end of the project at USH 2 in preparation for a future marked bike lane. To accommodate a bike facility on this portion of STH 112, the segment between Maple Lane and STH 137 will require widening of the paved shoulders from 3’ to 5’ on both sides of the roadway; the total shoulder widths will remain unchanged.

Currently the urban segment of STH 112, between STH 137 and USH 2 does not have fog line paint marking. The Municipality has requested that fog line paint marking through this segment of roadway be included with the project in anticipation of the future marked bike lanes.

Any necessary water valve and sanitary manhole adjustments within the Connecting Highway segment of STH 112 will be done, and will be the responsibility of the Municipality.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 8727-00-70. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Ashland (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality’s foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State’s jurisdiction including:
 - (a) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (b) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.

- (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc). This includes the maintenance of fog line paint marking within the urban segment of STH 112.
 - (i) Pavement marking necessary for establishing bike lanes shall be done by the Municipality and shall be the maintenance responsibility of the Municipality.
4. The Municipality, within the specified limits, agrees to:
- (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 8727-00-70, the Municipality will assume all afore mentioned maintenance responsibilities.

	<p align="center">STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</p>	<p>Date: February 20, 2018 I.D.: 8727-00-00/70 Road Name: STH 112 Limits: Marengo – Ashland, STH 118 to USH 2 County: Ashland Roadway Length: 5.59 miles</p>
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The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is mainly rural two-lane highway, except for the northern 0.439 miles between STH 137 and USH 2 being urban. The urban segment is located within the City of Ashland and is considered Connecting Highway. The current overlay material on these segments of STH 112 is approaching 20 years of service or greater, is in poor condition and has exceeded the expected service life.

Proposed Improvement - Nature of work: The proposed improvement will primarily consist of pre-milling the existing pavement surface, a 3” cold-in-place recycling (CIR) treatment and a final HMA overlay of STH 112 between STH 118 and USH 2. In select areas, the pavement treatment will be adjusted for localized conditions. A 4” mill and 4” overlay using a rut resistant HMA mix will be performed south and within 645’ of the intersection with STH 137 where heavy truck acceleration and deceleration has created wheel ruts and shoving in the existing pavement. The pavement treatment from the intersection of Main St. W. up to the concrete pavement intersection at USH 2 will consist of a 2.75” mill and 2.75” overlay. A portion of this concrete intersection, south of the eastbound lanes of USH 2, will receive a 1.5” mill and 1.5” surface overlay. Other work performed with the project includes constructing a curb and gutter ‘pork chop’ island at the intersection of STH 118, and replacing the curb ramps within the intersection of USH 2.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:
The Municipality has requested that a bicycle facility be established from the intersection of Maple Lane to the north end of the project at USH 2 in preparation for a future marked bike lane. To accommodate a bike facility on this portion of STH 112, the segment between Maple Lane and STH 137 will require widening of the paved shoulders from 3’ to 5’ on both sides of the roadway; the total shoulder widths will remain unchanged.

Currently the urban segment of STH 112, between STH 137 and USH 2 does not have fog line paint marking. The Municipality has requested that fog line paint marking through this segment of roadway be included with the project in anticipation of the future marked bike lanes.

The Municipality will fund the paved shoulder widening required for the bicycle facility and the urban fog line pavement marking at 100% local cost. Any required water valve and sanitary manhole adjustments within the Connecting Highway segment of STH 112 will be 100% locally funded.

TABLE 1: SUMMARY OF COSTS					
Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
8727-00-00 Preliminary Engineering: Plan Development	\$ 186,000	\$ 180,500	Bal	\$ 5,500	LS*
8727-00-70 Construction: Participating	\$ 3,142,000	\$ 3,142,000	100%	\$ -	
Non-Participating, Category 20					
Bicycle Facility Pavement	\$ 27,500	\$ -	0%	\$ 27,500	100%
Urban Fog Line Marking	\$ 4,500	\$ -	0%	\$ 4,500	100%
Utility adjustments	\$ 12,500	\$ -	0%	\$ 12,500	100%
Total Cost Distribution	\$ 3,372,500	\$ 3,322,500		\$ 50,000	

*LS = Lump Sum
Estimates include delivery

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Ashland (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.

- (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction of the portion of the project that is connecting highway. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage in the portion of the project that is within the connecting highway limits.
5. The construction is scheduled for 2019. The Municipality will commit to coordinating with the State to ensure the Waterfront Trail is available as a temporary alternative for pedestrians during the two weeks necessary to complete improvements at USH 2 and STH 112 intersection.
6. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
7. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
8. The work will be administered by the State and may include items not eligible for federal/state participation.
9. The Municipality shall at its own cost and expense:

- (a) Prohibit angle parking.
- (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
- (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- (d) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
- (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (f) Maintain all Community Sensitive Solutions and/or enhancement funded items.
- (g) Coordinate with the State on changes to highway access within the project limits.
- (h) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

10. Basis for local participation:

- (a) Preliminary Engineering (8727-00-00): STH 112 is a connecting highway for a portion of the project. A 25% local cost share is required on Connecting Highway, per the cost share policy of the Department. Based on the prorated portion of the improvement that is within the Connecting Highway limits, a lump sum cost share of \$5,500 will be the responsibility of the Municipality.
- (b) Participating Construction (8727-00-70): There is no cost share for general roadway construction.
- (c) Non-participating Construction:
 - i. Paved shoulder widening along STH 112 at Municipality request for establishing a bicycle facility between STH 137 and Maple Lane will be 100% funded by the Municipality.
 - ii. Fog line pavement marking within the Connecting Highway segment of STH 112 between STH 137 and USH 2 will be 100% funded by the Municipality.
 - iii. City utility alterations/adjustments, excluding storm sewer utilities, are not eligible for state/federal funding and are 100% locally funded.

[END]

Agenda Item 7I: Discussion and Recommendation on Infrastructure Improvements for WisDOT 2019 STH 112/Sanborn Ave. Project (Planning)

State Trunk Highway (STH) 112, also known as Sanborn Avenue, is slated for resurfacing by the Wisconsin Department of Transportation (WisDOT) in 2019. WisDOT and the City of Ashland are getting to the point where a State Municipal Agreement (SMA) needs to be drafted so that WisDOT can begin design engineering in 2018 for the project to be completed in 2019. As they draft the SMA, they need to know if the City would like to include certain items in the project. The full SMA will come back before the Council for final approval, however, some items need to be discussed first to know if they should be included within the SMA or not. If determined later that the City does not wish to include them, they could be removed when the final SMA is brought forward for execution.

After some discussion, Doersch called the question, seconded by Moore. The motion passed unanimously by voice vote. Pufall moved, Mettille seconded a motion to approve the recommended infrastructure improvements for WIS DOT 2019 STH 112/Sanborn Avenue Project. The motion passed unanimously by roll call vote.



AGENDA BILL

Ref: 053

COMMITTEE AGENDA:
COUNCIL AGENDA: 8D (03-13-2018)

SUBJECT: Approve to Award the Base Bid Contract to Jake’s Excavating & Landscaping, LLC for the 6th Street East Reconstruction Project

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Department of Public Works

DATE SUBMITTED: March 5, 2018

CLEARANCES: Public Works Department
Finance Department
City Administrator

EXHIBITS: A-Bid Tabulation
B-Bid Bond
C-Treasurer’s Certificate

EXPENDITURES REQUIRED:	\$1,151,087.10	Base Bid
	69,065.23	Contingency (6%)
	23,021.74	Engineering/Admin (2%)
	23,021.74	Materials Testing (2%)
	<u>\$1,266,195.81</u>	TOTAL

AMOUNT BUDGETED:	\$ 500,000.00	CDBG Funding
	700,000.00	2017 General Obligation Notes
	29,750.00	General Fund 100-53102
	36,500.00	Fund 470
	<u>\$1,266,250.00</u>	TOTAL

APPROPRIATION REQUIRED:

TREASURER’S CERTIFICATE: In compliance with Chapter 923, Ashland City Ordinances

COMPLIANCE WITH ORDINANCE 51: Yes

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approve to award the Base Bid Contract to Jake’s Excavating & Landscaping, LLC of Ironwood, Michigan for the 6th Street East Reconstruction Project.

SUMMARY STATEMENT: Three bids were received and opened on March 1, 2018 for the 6th Street East Reconstruction Project. The project limits are Ellis Avenue to 7th Avenue East and is partially funded with CDBG funds.

The project consists of six City blocks of urban street reconstruction, storm sewer construction, water main construction, sanitary sewer construction, and new sidewalk along the north side of 6th Street East between Ellis Avenue and 7th Avenue East.

Bid Alternate 1 is to delay the final surface paving of the top 1-1/2 inches of pavement until not sooner than July 26, 2019. The Public Works Staff is not recommending that the Bid Alternate is awarded.

It is the recommendation from the Department of Public Works to accept the low bid of \$1,151,087.10 submitted by Jakes Excavating & Landscaping, LLC.

6TH STREET EAST RECONSTRUCTION PROJECT

Bid Opening: March 1, 2018

Construction Contract Bid Summary

DESCRIPTION	JAKE'S	MCCABE	A-1
	EXCAVATING		
BASE BID TOTAL	\$1,151,087.10	\$1,169,200.00	\$1,374,753.10
TOTAL BID ALTERNATE 1	\$15,904.80	\$13,085.00	\$14,532.00
TOTAL BID BASE BID + BID ALTERNATE 1	\$1,166,991.90	\$1,182,285.00	\$1,389,285.10



DAMAGES FORM

300.09 BID BOND

BIDDER (Name and Address):
Jake's Excavating & Landscaping LLC
N10633 Lake Road
Ironwood, MI 49938

SURETY (Name and Address of Principle Place of Business):
Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

OWNER (Name and Address):
City of Ashland
2020 6th St. E
Ashland, WI 54806

BID
BID DUE DATE: 03/01/2018
PROJECT (Brief Description Including Location):
6th Street East Reconstruction Project
Project No. CDBG-PF 17-03

BID
BID DUE DATE: 03/01/2018
PROJECT (Brief Description Including Location):
6th Street East Reconstruction Project
Project No. CDBG-PF 17-03

BOND
BOND NUMBER: GR12786
DATE (Not later than Bid due date): 02/28/2018
PENAL SUM: Five Percent of the Bid Amount 5%
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
Jake's Excavating & Landscaping LLC (Seal)
Bidder's Name and Corporate Seal
By: [Signature] owner
Signature and Title
Attest: [Signature] witness
Signature and Title

SURETY
Granite Re, Inc. (Seal)
Surety's Name and Corporate Seal
By: [Signature]
Connie Smith Signature and Title Attorney-in-Fact
(Attach Power of Attorney)
Attest: [Signature]
Rachel A. Hohnstadt Signature and Title Witness

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:

1.1. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby

10. This Bond is intended to conform to all applicable statutory requirements. All applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President
Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257



Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28th day of Feb, 2018



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

Denise Oliphant

From: Barbara Clement
Sent: Thursday, March 8, 2018 9:48 AM
To: Denise Oliphant
Subject: RE: treasurer's certif

Good Morning Denise,

Jake's Excavating and Landscaping, LLC is in compliance with City Ordinance, Chapter 923.

Barbara Clement
City of Ashland Treasurer
601 Main St W
Ashland, WI 54806

(715) 682-7056

From: Denise Oliphant
Sent: Thursday, March 08, 2018 9:14 AM
To: Barbara Clement
Subject: treasurer's certif
Importance: High

Barb,

Can you please confirm that Jake's Excavating and Landscaping, LLC is in good standing with the City of Ashland?

Thank you-

Denise Oliphant
City Clerk
City of Ashland
601 Main Street West
Ashland, WI 54806
Phone: 715-682-7071
Fax: 715-682-7048
Email: doliphant@coawwi.org

Find yourself next to the water.



WISCONSIN

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the sender immediately and