

1. Packet

Documents:

[JUNE 12, 2018 COUNCIL PACKET.PDF](#)

2. Supporting Meeting Documents

Documents:

[JUNE 12, 2018 REVISED ATTACHMENT FOR 7G.PDF](#)

[JUNE 12, 2018 COUNCIL ATTACHMENTS FOR 6D, 7D, 7E, 7F.PDF](#)

NOTICE TO MEDIA

The media is hereby notified that a quorum of the Ashland City Council may be present for a tour of the existing Police Department at 5:30 p.m. on Tuesday, June 12, 2018. Council members will meet in the Ashland City Hall Council Chambers at 5:30 p.m. There will be no City of Ashland business conducted or actions taken by any Council member at this event.

ASHLAND CITY COUNCIL MEETING
Tuesday, June 12, 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 May 29, 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

Municipal Library Board

James Crandall, Bayfield County Representative, term expires: April 17, 2021

Housing Committee

Kathy Beeksma, City Housing Authority Rep., term expires: October 1, 2018

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

- A. Operator's Licenses
- B. Miscellaneous Minutes
- C. Planning and Development Report – May, 2018
- D. Approve an Ordinance to Amend Chapter 922 (1488), Ashland City Ordinances, Alcoholic Beverages Regulation *(Clerk)*

7. New Business

- A. Presentation by Eagle Waste and Recycling, Inc. (*Mayor*)
- B. Approve a Resolution to Combine Wards and Establish Polling Places for the August 14, 2018 Primary Election and Establish Polling Places for the November 6, 2018 General Election (*Clerk*) **Voice**
- C. Approve a Class B Combination Alcohol Beverage License Application (Including Officers and Agent Kelly Westlund) for Bay City Cultural Center for Bohemian Hall at 319 11th Avenue East and Determination of Their Status to be Considered a Club (*Clerk*) **Voice**
- D. Approve Berm Agreement and 4th Amendment of Cooperation and Access Agreement with NSPW (*Mayor*) **Roll**
- E. Approve Submerged Lands Lease Agreement (*Parks & Recreation*) **Roll**
- F. Approve Professional Services Proposal with Cedar Corporation for the 2018 Public Works Facilities Improvements Project (*Public Works*) **Roll**
- G. Approve to Purchase Tablets for Use by Council Members (*Clerk*) **Roll**

8. 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

PRESENT: Holly George, Richard Ketring (arrived at 6:25), Sarah Jackson, Kate Ullman, Ana Tochterman, David Mettille, Kevin Haas, Elizabeth Franek, Dick Pufall, Jackie Moore

ABSENT: Charles Ortman

ALSO PRESENT: Mayor Deb Lewis, City Attorney Tyler Wickman, City Clerk Denise Oliphant, Public Works Interim Director Jim Struck, Parks and Recreation Director Sara Hudson, Concerned Citizens

Agenda Item 1: Call to Order

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

Agenda Item 2: Approval of Agenda

Mayor Lewis asked to remove Agenda Item 7I as the representative from Norvado was unable to be at the meeting and asked to reschedule. Ullman moved, George seconded a motion to approve the amended agenda. The motion carried unanimously by voice vote.

Agenda Item 3: Approval of Minutes of the May 8, 2018 Council and Committee of the Whole Meetings, and Correction to the March 27, 2018 Council Meeting and March 13, 2018 Committee of the Whole Meeting

George moved, Mettille seconded a motion to approve the minutes of the May 8, 2018 Council and Committee of the Whole meetings, and the corrections to the March 27, 2018 Council and March 13, 2018 Committee of the Whole meetings. The motion carried unanimously by voice vote.

Agenda Item 4: Citizen Participation Period

Brian Miller, 1319 Sanborn Avenue, requested to speak regarding the Sanborn Avenue sandpit, and asked that the topic be placed on a future agenda to discuss who is responsible for monitoring the sandpit at this location.

Agenda Item 5: Mayor's Report

Lewis welcomed Tyler Wickman as the new City Attorney. She also thanked those who attended the Local Government 101 seminar held earlier in May. There is progress regarding the repair of 6th Street West after meeting with the representatives and engineers of the construction companies involved. A memo was distributed to Council updating them on the recruitment process of the City Administrator, Public Works Director and Water/Wastewater Manager, Airport Manager, HR/Safety Director upon Jan Anderson's announcement of retirement, and new staff already in place. Lewis offered the Council to tour the Public Works facility, Utility facility, Library, Fire Department, and the current Police Department, which would begin on June 12, 2018, at the Police Department. There is a pending

application by Tony Roffers for a sandpit to be located just south of Maple Ridge Road. An information session has already been held for the public, and a Planning Commission Public Hearing will be held in the future regarding this matter. A Transportation meeting was planned for the morning of May 30, 2018, at the BART facility, and a ceremony is planned for June 8, 2018, to rename the facility to the "Thomas Waby Transportation Center." A Unified Task Force meeting is slated for June 4, 2018, for discussion of the community opioid addiction epidemic.

Agenda Item 5A: Update Regarding Council Retreat

The Council Retreat has been rescheduled for Thursday, June 21, 2018 in the Stockton Island Room at Memorial Medical Center. Topics on the agenda to be discussed include a Budget 101 session with Finance Director Julie Vaillancourt, a review of the 5 Year Strategic Plan, and a discussion regarding the processes of the Council and Committee of the Whole meetings. Lewis invited Councilors to notify her of other items they would like to be added to the conversation. George asked to include the Comprehensive Plan for the benefit of new Councilpersons.

Agenda Item 5B: Appointments

Historic Preservation

Richard Peterson, Citizen Rep.

Term Expires: April 1, 2021

Magge Ericson, Citizen Rep.

Term Expires: April 1, 2021

Board of Zoning Appeals

John Beirl

Term Expires: July 13, 2021

Brandon Hofstedt

Term Expires: July 13, 2021

Betty Harnisch, First Alternate:

Term Expires: July 13, 2021

Franek moved, Haas seconded a motion to approve the Mayor's appointments. The motion carried unanimously by voice vote.

Agenda Item 6: Consent Agenda

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

Agenda Item 6A: Operator's Licenses

Machelle M. Bogenhagen

Michele E. Doris

Drew D. LaBlanc

Taylor R. Pichler

Thomas C. Muska

Charlene A. Whitman

Tyan L. Geissler

JoAnn M. Martikonis

Agenda Item 6B: Miscellaneous Minutes

Agenda Item 6C: Approve the Ordinance to Amend Chapter 28 (1313), Ashland City Ordinances, Duties and Responsibilities of City Administrator

At the March 27, 2018, City Council meeting, Kinney moved, Mettillie seconded a motion to approve direction of the recruitment process to fill the City Administrator position to take place in-house by the Human Resources Director. The motion carried 7-3 by voice vote; opposed were Williamson, Pufall and Ketring.

Further, Ketring moved, Williamson seconded a motion to review and discuss Chapter 28, Ashland City Ordinances, in reference to the duties and responsibilities of the City Administrator prior to the advertising and hiring of a City Administrator. Doersch offered an amendment to complete the review of Chapter 28 within one meeting. Pufall seconded, Ketring did not accept the amendment. The motion failed 1-9 by voice vote. The motion as made by Ketring carried 9-1 by voice vote; Doersch opposed.

The Council needs to decide whether Chapter 28, Ashland City Ordinances, Duties and Responsibilities of City Administrator, should be amended at this time. The Ordinance was originally adopted in 1994 when the first City Administrator was hired and has been amended since that time to reflect the real life complex realities of a modern city government, requiring frequent judgment calls on the nuts and bolts management of the daily business of providing city services to residents.

At the April 17, 2018 City Council meeting, Mettillie moved, Ullman seconded a motion to approve the Human Resources Director to move ahead with the search for a new City Administrator using the current Chapter 28, Ashland City Ordinance. The motion carried 9-2 by voice vote.

Ortman moved, Ketring seconded a motion to set aside a specific meeting time to review and discuss Chapter 28. Ullman offered a friendly amendment for the item to be the sole item for discussion at the next Committee of the Whole meeting, May 8, 2018. This amendment was accepted by both Ortman and Ketring. The motion carried unanimously by voice vote.

At the May 8, 2018 Committee of the Whole meeting, after review of Chapter 28, Ashland City Ordinance and much discussion, Ketring moved, Franek seconded a motion to create a one-time Ad Hoc Committee to work on Chapter 28 to try to improve the relations between Council, Administration and staff. George offered a friendly amendment to make only small wording changes over this and future Committee of the Whole meetings, and for the Ad Hoc committee to review Chapter 28 along with the newly hired City Administrator in the future. This was accepted by both Ketring and Franek. The motion carried 10-1 by voice vote; Moore opposed.

Moore moved, George seconded a motion to approve as written Chapter 28, Ashland City Ordinances, regarding the duties and responsibilities of the City Administrator, and to make any changes after

hiring a City Administrator. The motion failed after more discussion, 1-10; opposed were George, Ketring, Jackson, Ullman, Tochterman, Haas, Mettillie, Ortman, Pufall and Franek.

Ullman moved, Ketring seconded a motion to change verbiage of Chapter 28.06(a) to read, "Supervising: Be responsible for the administrative direction, supervision, and coordination of all employees *utilizing progressive discipline* according to the established organization procedures;" After deliberation, Ullman called the question, seconded by Ortman. The motion to call the question carried unanimously by voice vote. The motion to change verbiage to Chapter 28.06(a) failed 0-11 by voice vote as all Councilors opposed.

George moved, Ortman seconded a motion to approve Chapter 28 as it currently states.

Tochterman requested for a friendly amendment to alter verbiage of Chapter 28.04(m) to read, "Goals and Objectives: Promote the ~~economic~~ well-being ~~and growth~~ of the City of Ashland...;" This was accepted by both George and Ortman.

Tochterman requested for a second friendly amendment to alter verbiage of Chapter 28.04(n) to read, "Promoting Economic Development: Work in conjunction with appropriate *stakeholders such as* commercial, industrial, and citizen representatives to ~~define the role of the city in~~ *promoteing* the economic well-being of Ashland." George and Ortman both accepted the friendly amendment.

Franek requested clarification regarding 28.06(d), "...evaluate the performance of department heads on a regular basis;..." Human Resources Director Jan Anderson helped to define this statement, and no amendment was requested.

On May 8, 2018, the motion to approve to accept Chapter 28 with verbiage amendments to 28.04(m) and 28.04(n) was carried unanimously by voice vote. **(File #17438)**

Agenda Item 7: New Business

Agenda Item 7A: Presentation, Discussion and Possible Action Regarding City of Ashland Economic Development Strategic Plan by Kevin Stranberg (Mayor)

This Plan is an outgrowth of the Comprehensive Plan adopted by the Ashland City Council in 2017 that called for a specific Economic Strategic Plan to be developed for the City. Committee makeup was chosen with the goal of generating greater collaboration among key community stakeholders and assembly of a diverse committee of business and educational representatives.

The full group met four times on April 11, May 19, and October 27, 2017 and April 13, 2018. At the first meeting, the large group identified three primary areas of focus and subcommittees were formed for each of the three focus areas. Each subcommittee discussed topics from the initial meeting and was tasked with creating action steps for the large group which were subsequently adopted and revised into.

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The primary areas of focus identified by the large group were: 1) Business Creation and Growth, 2) Workforce Development, and 3) Area Promotion and Advancement.

FACILITATOR: Kevin Stranberg, Memorial Medical Center

Participants: Mike Bailey, W.I.N.; Mike BeBeau, Xcel Energy; John Beirl, Ashland Plan Commission; Steve Bitzer, WITC ; Kent Dumonseau, Memorial Medical Center; Kim Dwyer, School District of Ashland; Jay Emmert, Coldwell-Banker Realty; Rick Forsythe, Ashland Business Alliance; Mary Garness, City of Ashland Administrator; Betsey Harries, Ashland Area Development Corporation; Keith Hiltz, Ashland School District; Brandon Hofstadt, Northland College Center for Rural Communities; Matt Hulmer, Bretting Manufacturing; April Kroner, City of Ashland; Gary LaPean, Ashland Chamber of Commerce; Cory Larson, Deltco Mfg.; Mayor Deb Lewis, City of Ashland; David Martin, Deep Water Grille; Mary McPhetridge, Ashland Chamber of Commerce; David Mettill, Ashland City Council; Mari Kay-Nabozny, NW CEP; Charlie Ortman, Ashland Business Alliance; Rose Spieler-Sandberg, City of Ashland; Tom Wojciechowski, UW Extension

Kevin Stranberg, the facilitator of the group, distributed a memo and presented the plan to the Council.

Agenda Item 7B: Approve a One Year Contract Term with Attorney Tyler W. Wickman of Dallenbach, Anich & Wickman, S.C. for City Attorney Legal Services Effective May 26, 2018 (Mayor)

Attorney David Siegler informed the Common Council in December, 2017, that he would be retiring as City Attorney on May 25, 2018. In response to his announcement, the City assembled an RFP for legal services.

The solicitation of proposals was advertised in the local newspaper, on the web, and with the Wisconsin League of Municipalities. Two proposals were received by the City. Two firms were interviewed in March, 2018, and the firm of Dallenbach, Anich, & Wickman, S.C. was recommended and approved by the City Council. Tyler W. Wickman has been in the legal profession for ten years and has operated a general practice in downtown Ashland. Mr. Wickman has served as the City Attorney for the City of Mellen.

The contract from Dallenbach, Anich, & Wickman, S.C. provided that the City Attorney shall at all times be an independent contractor of the City and not an employee as Attorney Siegler was. Mr. Wickman's hourly rate is \$150/hour, and the City would not be billed for administrative time. In addition to fees, under the proposed contract, the City would reimburse Attorney Wickman for costs such as non-standard mail postage and delivery fees, court costs, mileage outside the City of Ashland, copies after the first 100 pages for each job, and a portion of registration fees for legal continuing education pertaining to Municipal Law. The initial contract was for one year in order to more accurately evaluate how much time would be needed to meet the demand for City Attorney services. The average annual

hours of service provided by Attorney Siegler to the City in the past is 423, multiplied by \$150/hr. = \$63,450.

Administration recommended to approve the one year City Attorney Agreement as proposed.

Mettille moved, Franek seconded a motion to approve the one year contract with Attorney Tyler W. Wickman of Dallenbach, Anich & Wickman, S.C. for City Attorney legal services effective May 26, 2018. The motion carried unanimously by roll call vote.

Agenda Item 7C: Approve to Accept a Grant from Wisconsin Coastal Management for the City of Ashland: Update of the Waterfront Development and Comprehensive Outdoor Recreation Plans (Parks & Rec)

The City of Ashland requested and had been awarded assistance from the Wisconsin Coastal Management Program to update both the Waterfront Development Plan and Comprehensive Outdoor Recreation Plan for the City of Ashland.

The current Waterfront Development Plan was created in 2002, and did not take into account the ownership transitions which have taken place, or the ever-changing lake and natural environment. The updated plans would take into account various improvements that need to be cohesively integrated and coordinated. The plan would be written to align with priorities set forth in the City's Comprehensive Plan: Authentic Ashland 2035, and included the development of areas such as the Northern States Power lakefront Superfund site, Bayview Pier redevelopment, Maslowski Beach, Kreher Park expansion, and Ashland Ore Dock redevelopment. The updated plan would include the entire four mile section of City waterfront.

The City's Comprehensive Outdoor Recreation Plan ("CORP") was created in 2013. The Wisconsin Department of Natural Resources, along with the National Parks and Recreation Agency, recommended that the CORP be updated every 5 years to stay current with outdoor recreation trends, park usage, land development, and the City's priorities.

Mettille moved, George seconded a motion to approve to accept a grant from Wisconsin Coastal Management for the City of Ashland: Update of the Waterfront Development and Comprehensive Outdoor Recreation Plans. The needed match of \$29,500 would come from Fund 453. The motion carried unanimously by roll call vote.

Agenda Item 7D: Approve a Contract with Lowest Responsible Bidder for Beaser Avenue Median Replacement and Road Construction Project (Public Works)

In accordance with the City's agreement with the Ashland School District, approved by City Council on April 17, 2018, the Public Works Department advertised for sealed bids which were opened at 2:00 p.m. on Tuesday, May 29, 2018. The project consisted of removing 230 feet x 18 feet of raised center

median, constructing a new road base, and laying 3,950 square feet of asphalt pavement. Per the agreement, the Ashland School District will pay all costs of the project including design and construction.

Struck announced that the bid documents were opened at 2 p.m. on May 29, 2018, and were distributed to Council at the meeting. He recommended that the contract be awarded to Ritola, Inc. of Mason, WI as the low bidder. The Treasurer certified that Ritola, Inc. was in compliance with Chapter 923, Ashland City Ordinances.

Haas moved, Ketring seconded a motion to approve to award the contract to Ritola, Inc. for the Beaser Avenue Median Replacement and Road Construction Project in the amount of \$36,246.85. The motion carried unanimously by roll call vote.

Agenda Item 7E: Approve to Purchase a 2019 Western Star Tandem Axle Chassis from U.P. Truck Center, Inc. and a Tandem Dump Box to Fit the Chassis from Universal Truck Equipment, Inc. (Public Works)

The purchase of the tandem axle chassis and dump box allowed for the replacement of a 1990 International dump truck. The dump truck was used to haul various materials including snow, gravel, and brush. The 1990 International dump truck was to be sold after receiving the new vehicle.

The Public Works Department advertised/solicited bids. Four sealed bids were received for the dump axle chassis. Staff reviewed the bids and U.P. Truck Center, Inc. met and/or exceeded the specifications with the lowest bid. Bids were also received from All-State Peterbilt, Rihm Kenworth, and Mid State.

The anticipated new truck was expected to be part of the fleet for 25-plus years, and it was believed with a Western Star chassis and a stainless steel box, this expectation would be met.

Two sealed bids were received for the dump box from Universal Truck Equipment, Inc. and Monroe Truck.

The Public Works staff recommended that the chassis was to be purchased from U.P. Truck Center, Inc. and the box purchased from Universal Trucking Equipment, Inc.

George moved, Ketring seconded a motion to approve the purchase of a 2019 Western Star tandem axel chassis from U.P. Truck Center, Inc. and a tandem dump box to fit the chassis from Universal Truck Equipment, Inc. in the amount of \$127,944.00 to be funded through Fund 460. The motion carried unanimously by roll call vote.

Agenda Item 7F: Approve a Resolution to Acknowledge Review of the 2017 Compliance Maintenance Annual Report (CMAR) of the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code (Public Works)

Annually, since 1987, Chapter NR 208 of the Wisconsin Administrative Code requires publicly and privately owned domestic wastewater plants to complete a self-evaluation of the operations of their treatment works called the Compliance Maintenance Annual Report (CMAR). The purpose of the program is to prevent water quality degradation and prevent violations of WPDES (Wisconsin Pollutant Discharge Elimination System) permits. The CMAR describes wastewater management activities and performance of the treatment works during the previous calendar year.

The CMAR scores various aspects of the wastewater system in accordance with the requirements of NR 208. The report is scored on what the WDNR refers to as a Sectional scoring system that provides a grade for each aspect of the operation of the utility including collection, staffing, and preventative maintenance, capacity, and plant loadings of the wastewater system. In addition, the report scores the financial position of the system and the certification of the operators.

The point score is then turned into an applicable grade. A response action is tied to the applicable grade of each section. The grades of the individual sections of the Utility's 2017 CMAR are summarized on page 1 of the report. The following table from NR 208 provides a translation of the scores:

Score	Grade	Grade Points	Grade Meaning	Response Range
91-100	A	4	Good	Voluntary
81-90	B	3	Satisfactory	Voluntary
71-80	C	2	Marginal	Recommendation
61-70	D	1	Poor	Action
<61	F	0	Fail	Action

The cumulative sum of these scores is compared to the DNR scoring system to show if the Wastewater Utility should be considering and/or planning for treatment upgrades or adjustments in the operation of the Utility.

The score has been modified by the introduction of a CMOM planning initiative instituted by the DNR. CMOM stands for "capacity, management, operations, and maintenance." It is a flexible, dynamic framework for municipalities to identify and incorporate widely-accepted wastewater industry practices to:

- Better manage, operate, and maintain collection systems
- Investigate capacity constrained areas of the collection system
- Respond to sanitary sewer overflow (SSO) events.

The CMOM approach helps municipal wastewater utility operators provide a high level of service to customers and reduce regulatory noncompliance. CMOM can help utilities optimize use of human and material resources by shifting maintenance activities from "reactive" to "predictive"—often leading to

cost savings through avoided overtime, emergency construction costs, increased insurance premiums, and the possibility of lawsuits. CMOM information and documentation can also help improve communications with the public, other municipal works and regional planning organizations, and regulators.

In CMOM planning, the utility selects performance goal targets, and designs CMOM activities to meet the goals. The CMOM planning framework covers operation and maintenance (O&M) planning, capacity assessment and assurance, capital improvement planning, and financial management planning. Information collection and management practices are used to track how well each CMOM activity is meeting the performance goals, and whether overall system efficiency is improving. On an ongoing basis, activities are reviewed and adjusted to better meet the performance goals. As the CMOM program progresses, performance goals can change. For instance, an initial goal may be to develop a geographic information system (GIS) of the system. Once the GIS is complete, a new goal might be to use the GIS to track emergency calls and use the information to improve maintenance planning.

I & I (Inflow and Infiltration) is still a major problem affecting the overall operation and deferred maintenance is building. These are problems that have not been solved and still need to be addressed by the Ashland Wastewater Utility.

NR 208 requires that the City adopt a resolution that states the Council has reviewed the CMAR and identifies actions that the City will take to address the concerns arising in this year's self-evaluation. The resolution acknowledges that the Council has reviewed the CMAR and that the City will investigate inflow/infiltration issues of the Utility.

It was recommended that the Council approve the resolution.

Tochterman moved, Moore seconded a motion to approve the Resolution to acknowledge review of the 2017 Compliance Maintenance Annual Report (CMAR) of the Ashland Wastewater Utility pursuant to the requirements of NR 208, Wisconsin Administrative Code. The motion carried unanimously by voice vote. **(File #17439)**

Agenda Item 7G: Approve a Three and One-Half Year Contract with Northwest Regional Planning Commission (NWRPC) for Administration of the City of Ashland's Community Development Block Grant (CDBG) Housing Rehabilitation Revolving Loan Fund (RLF) Program, Effective 6/1/18 (Planning & Development)

The City of Ashland had an opportunity to partner with NWRPC to administer the City's Housing Rehab RLF program. Staff and Housing Committee recommended this partnership be established, as NWRPC has staff specifically dedicated to administering CDBG Housing Rehabilitation projects, therefore, having more expertise to provide to the program. It would also result in freeing up Building Inspector

staff time to focus more on building permits/inspections and ramping up property maintenance enforcement on structures in the community.

Tochterman moved, Pufall seconded a motion to approve a three and one-half year contract with Northern Wisconsin Regional Planning Commission for administration of the City of Ashland's Community Development Block Grant Housing Rehabilitation Revolving Loan Fund Program effective June 1, 2018. The motion carried unanimously by roll call vote.

Agenda Item 7H: Approve an Easement Agreement for Illick Holding's, LLC (aka Carlson Building Supply) for the Benefit of Parcel No. 201-01997-000 (Plan & Development)

On July 11, 1989, the City Council approved an easement agreement with Carlson Lumber Company providing Carlson's use of a portion of the City's undeveloped right-of-way (which includes the 5th Street Corridor Trail) for the purpose of allowing storage and to build a fence around the storage area. The easement was for use of an area approximately 5' wide by 150' long, located along the north side of the property. The annual cost to Carlson's for the easement is \$16/year.

The property was transferred to Illick Holdings, LLC (Carlson's grandchildren) approximately two years ago and they have taken over operations of Carlson Building Supply. They had requested to enlarge the easement area by 5' in width, resulting in a 10' x 150' easement area, so they can extend the existing building to cover the storage area. As such, the fenced-in storage area would be replaced with a building addition, resulting in a north building wall visible from the 5th Street Corridor instead of the fenced storage area. The building wall would be approximately 12' high, and would be finished with steel. The building addition would be the same length as the existing building (120') by approximately 25' wide (5' of which would be within the expanded easement area and the remaining 20' would be on the Illick property and existing easement area). Site Plan approval is required prior to issuance of a building permit to construct the addition.

The City recommended approving the agreement. It will then be recorded with the Register of Deeds.

Pufall moved, Ketring seconded a motion to approve the easement agreement for Illick Holdings, LLC. After discussion amongst the Councilors, it was determined Council needed more information before approving the easement. The motion failed 1-9 by voice vote; Pufall opposed.

George moved, Ketring seconded a motion to table this agenda item until the next Council meeting on June 12, 2018. The motion carried unanimously by voice vote.

Agenda Item 7I: Approve a Non-Exclusive, Temporary, Tower Attachment Lease Agreement with Norvado (Plan & Development)

This item was removed from the agenda.

Agenda Item 7J: Approve a Resolution to Approve a Conditional Use Permit for the Construction of an Eight Foot Tall Fence at Beaser Park in the Public Park (PP) District, Parcel #201-00565-0000, Applicant: City of Ashland Parks and Recreation Department (Plan & Development)

The City of Ashland Parks and Recreation Department requested a Conditional Use Permit to construct a fence in Beaser Park that will be eight feet in height. The maximum allowable height for a fence is six feet without a Conditional Use Permit. It will be a three-sided wooden fence used to screen the ADA compliant porta potty in the northwest corner of the park, which is placed there May through August. The old bathroom building had not been utilized for several years prior to its demolition in April, 2018, due to structural issues, but did effectively screen the porta potty placed on the south side of the building for the last three years. With the building's demolition, the Parks & Recreation Department and Facilities Foreman wished to install the proposed fence in order to continue to screen the porta potty from view.

Moore moved, Haas seconded a motion to approve the Resolution to approve a Conditional Use Permit for the construction of an eight foot tall fence at Beaser Park in the Public Park (PP) District, Parcel #201-00565-0000, applicant: City of Ashland Parks and Recreation Department. The motion carried unanimously by voice vote. **(File #17440)**

Agenda Item 8: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

COMMITTEE OF THE WHOLE MEETING

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PRESENT: Holly George, Richard Ketring (arrived at 6:25), Sarah Jackson, Kate Ullman, Ana Tochterman, David Mettille, Kevin Haas, Elizabeth Franek, Dick Pufall, Jackie Moore

ABSENT: Charles Ortman

ALSO PRESENT: Mayor Deb Lewis, City Attorney Tyler Wickman, City Clerk Denise Oliphant, Public Works Interim Director Jim Struck, Concerned Citizens

Agenda Item 1: Roll Call

Roll was taken by the Clerk.

Agenda Item 2: Council President’s Report

Council President Mettille reminded Council of the upcoming retreat, rescheduled for Thursday, June 21, 2018. He encouraged Council members to voice any questions regarding the Committee of the Whole process they may have.

Agenda Item 3: City Administrator’s Report

In the absence of an Administrator, there was no report.

Agenda Item 4: Approval of the Agenda

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

Agenda Item 5: Approve an Ordinance to Amend Chapter 922 (1488), Ashland City Ordinances, Alcoholic Beverages Regulation (Clerk)

The City Clerk’s office received an application by a newly founded organization for an alcohol beverage license. There were a few discrepancies in the current City Ordinance Chapter 922 pertaining to Alcohol licensing that needed to be clarified by the Council prior to the Clerk’s ability to process the application.

On May 31, 2016, the Ashland City Council voted to approve the following: Restrictions Related to Other Uses. No Class A or Class B intoxicating liquor or fermented malt beverage license shall be issued for any premise which is used as a laundromat; or for any premise which is not used primarily for the sale of gasoline, groceries and/or bait, as a restaurant, or for the sale of intoxicating liquor and fermented malt beverages. This waives the more stringent previous restrictions in light of the incoming Kwik Trip convenience stores. At this meeting, the quota for Class “A” Fermented Malt Beverage licenses was removed from the ordinance.

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Currently, there are only quotas for "Class B" Intoxicating Liquor licenses and "Class A" Intoxicating Liquor licenses.

In September, 2017, the City Council voted to gradually lower the quota for "Class B" Intoxicating Liquor licenses from its then current 26 to 16, in order to better reflect the decreasing population of the City of Ashland.

Chapter 922.40 Local Options.

The State of Wisconsin imposes several restrictions on the alcohol beverage licenses that are allowed to be permitted by municipalities. State Statutes allow municipalities to impose more stringent restrictions in some cases related to the number of licenses allowed and the types of businesses and venues that can be licensed.

The proposed changes to Ordinance 922 were outlined in an exhibit for Council. The reasoning explained below as follows.

1) In 922.30(b) Class "B" Fermented Malt Beverage there are exceptions listed for holding licenses for bona fide clubs, fair associations, agricultural societies, lodges or societies that have been in existence for more than six months. The reference to "922.03(c)(1)" in this paragraph is a typographical error which needs correcting as it does not exist in the Ordinance. Additionally, as a result of the Council action taken in 2016, the reasoning listed for holding a Class "B" fermented malt beverage license is obsolete due to the fact that the Council previously determined to remove the quota for Class "B" Fermented Malt Beverage licenses, regardless of the organization's status of being a club. It was recommended to remove this paragraph in its entirety for clarity.

2) Para. 922.40 (g) Failure to do Business discusses the need for businesses granted a Class A or Class B intoxicating liquor or fermented malt beverage license, to be open for business for a designated length of time. If the business is unable to comply, the license will be subject to revocation. Within the last sentence of this paragraph, exceptions are outlined:

"This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or by the Ashland Women's Softball Association for Hodgkin's Park."

Since the adoption of this section, there are two licenses which have been held for the purpose of these distinct organizations. The Ashland Women's Softball Association has not requested re-issuance for an alcohol license for a number of years, and it can be safely assumed at this point that the license is no longer required or desired. Also, the sentence does not designate the type of license that is being held aside for either organization. It was recommended that this sentence be rewritten as follows, to eliminate the Ashland Women's Softball Association, and clarify the type of license being held for the Bay Area Civic Center:

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"This subsection shall not apply to the "Class B" Intoxicating Liquor/Class "B" Fermented Malt Beverage license held for the Bay Area Civic Center premises."

Effect of Changes

A current applicant requested to obtain a "Class B" Intoxicating Liquor/Class "B" Fermented Malt Beverage license for a newly organized club. With the above housekeeping changes, the Council needed to determine the next steps in granting alcohol beverage licenses. Of the long time quota of 26 "Class B" Combination licenses, 24 are currently occupied and one held for the Depot, which leaves the 26th license potentially available.

Some options to consider included the following:

Option A: The Council voted by Ordinance 2017-1898 in September, 2017 to gradually lower the quota for "Class B" Intoxicating Liquor licenses from its current 26 to 16 in order to better reflect the decreasing population of the City of Ashland. In keeping with the decision by the previous Council, it is the Council's prerogative to retire the 26th available "Class B" license and reduce the total number to 25.

Option B: Without retiring the 26th newly available "Class B" Combination license, Council could potentially keep this license active and available to applicants.

Option C: Council could determine to use the recently "found" "Class B" Combination license to be set aside as it has for other certain instances, and designate as it has in the past, for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application. Stipulations, as in the past, can be placed on such license specifically for bona fide clubs, such as an effective term of six months, and possibly the hours of operation, such as less than 20 hours per week, if Council desires.

Option D: Allow clubs to purchase a Class "B" Fermented Malt Beverage license at the rate of \$100 annually, or purchase a special six-month Class "B" Fermented Malt Beverage license for one-half, or \$50, or require the club to purchase a Reserve "Class B" Combination license for the amount of \$10,000 as outlined in the ordinance.

Ketring moved, Tochterman seconded a motion to open discussion regarding the proposed amendments to Chapter 922 (1488), Ashland City Ordinances, Alcoholic Beverages Regulation. The motion carried unanimously by voice vote.

Moore moved, Haas seconded a motion to approve the edits made to the Chapter 922, Ashland City Ordinances, Alcoholic Beverages Regulation, as recommended. The motion carried unanimously by voice vote.

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Moore moved, Mettille seconded a motion to amend Chapter 922 by accepting *Option C*: Council could determine to use the recently "found" "Class B" Combination license to be set aside as it has for other certain instances, and designate as it has in the past, for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application. The motion carried unanimously by voice vote.

Agenda Item 6: Discussion and Possible Action Regarding Fluorine in the City Drinking Water (Councilor George)

Councilor George requested a discussion regarding the City's policy of adding fluorine to the drinking water. The City currently adds fluorine to the drinking water. If the Council desired to take action, an agenda bill will need to be written at a later date with the proposed action.

An online search regarding the benefits and risks of fluorination of water produced numerous results that range from supporting the fluorination of water to opposing fluorination.

The American Dental Association (ADA) supports fluorination. The paragraph below is from the ADA. (https://www.ada.org/en/public-programs/advocating-for-the-public/fluoride-and-fluoridation?gclid=EAlaIqobChMI9O7RkrHz2QIVSJF-Ch3zzQaYEAAYASAAEgIPC_D_BwE)

Fluoride in Water is Safe and It Works

More than 70 years of scientific research has consistently shown that an optimal level of fluoride in community water is safe and effective in preventing tooth decay by at least 25% in both children and adults. Simply by drinking water, Americans can benefit from fluoride's cavity protection whether they are at home, work or school. The Centers for Disease Control and Prevention named community water fluoridation one of 10 great public health achievements of the 20th century.

The International Academy of Oral Medicine and Toxicology opposes fluorination of drinking water.

<https://iaomt.org/top-ten-reasons-oppose-water-fluoridation/>

The International Academy of Oral Medicine and Toxicology (IAOMT) is a global network of dentists, health professionals, and scientists who research the biocompatibility of dental products, including the risks of mercury fillings, fluoride, root canals, and jawbone osteonecrosis. We are a non-profit organization and have been dedicated to our mission of protecting public health and the environment since we were founded in 1984.

Top Ten Reasons to Oppose Water Fluoridation

There are many reasons to oppose water fluoridation, including safety concerns and health risks.

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Reason #1 to Oppose Water Fluoridation: Fluoridation is a violation of the individual's right to informed consent to medication. Within a community water supply, fluoride is being added to the water of everyone, even if some people do not want it and still others do not even know about the fluoride being added to the water or about its health risks. Informed consumer consent is needed for water fluoridation, especially because of the alarming lack of safety for this chemical and its health risks.

Reason #2 to Oppose Water Fluoridation: Fluoride is not an essential nutrient. Fluoride is not a required component for human growth and development. In fact, fluoride has been recognized as one of 12 industrial chemicals known to cause developmental neurotoxicity in human beings. Researchers have repeatedly challenged the alleged safety and effectiveness of fluoride.

Reason #3 to Oppose Water Fluoridation: Hundreds of research articles published over the past several decades have demonstrated potential harm to humans from fluoride at various levels of exposure, including levels currently deemed as safe. Fluoride is known to impact the cardiovascular, central nervous, digestive, endocrine, immune, integumentary, renal, respiratory, and skeletal systems, and exposure to fluoride has been linked to Alzheimer's disease, cancer, diabetes, heart disease, infertility, and many other adverse health outcomes, including fluoride toxicity.

Reason #4 to Oppose Water Fluoridation: People are now exposed to fluoride from an array of sources. Since water fluoridation began in 1940s, an array of products containing fluoride have been introduced to the average consumer including water, dental products, pesticides, fluoride supplements, other prescription drugs, and many other sources. There is no current accurate estimate of just how much fluoride people are taking in from all of these sources. However, dental fluorosis is recognized as the first visible sign of fluoride toxicity. It is likewise a warning signal of the human health risks associated with fluoride exposure. According to 2010 data from the Centers for Disease Control and Prevention (CDC), 23% of Americans aged 6-49 and 41% of children aged 12-15 exhibit fluorosis to some degree

Reason #5 to Oppose Water Fluoridation: A "one dose fits all" level is unacceptable. Susceptible populations with low body weights, such as infants and children, and individuals who consume increased amounts of water, such as athletes, military personnel, outdoor laborers, and those with diabetes or kidney dysfunction, can be more intensely affected by fluoride. Additionally, fluoride is also known to impact each individual differently based on allergies, nutrient deficiencies, genetic factors, and other variables. Notably, a bottle-fed baby in a fluoridated area gets up to 200 times more fluoride than a breast-fed baby, resulting in an increased risk of dental fluorosis and other adverse effects.

Reason #6 to Oppose Water Fluoridation: There is not a wide-spread understanding about how fluoride interacts with other chemicals. This issue is crucial to understanding risks of artificial water fluoridation, as the multiple chemicals to which we are exposed to can produce distinct

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reactions and interactions. For example, the fluoride added to many water supplies attracts lead, which can be found in certain plumbing pipes. Likely because of this affinity for lead, fluoride has been linked to higher blood lead levels in children.

Reason #7 to Oppose Water Fluoridation: Does it even work to prevent tooth decay? The trend of decreased decayed, missing, and filled teeth over the past several decades has occurred both in countries with and without the systemic application of fluoridated water. This suggests that increased access to preventative hygiene services and more awareness of the detrimental effects of sugar are responsible for these improvements in dental health. Research has also documented decreases of tooth decay in communities that have discontinued water fluoridation. Even proponents of fluoride have suggested that fluoride primarily works to reduce tooth decay topically (i.e. scrubbing it directly onto teeth with a toothbrush), as opposed to systemically (i.e. drinking or ingesting fluoride through water or other means).

Reason #8 to Oppose Water Fluoridation: Ethical questions have been raised in regard to the use of fluoride, especially because of fluoride's ties to the phosphate fertilizer and dental industries. Furthermore, researchers have reported difficulties with getting articles published that are critical of fluoride, and an urgent need for an appropriate application of the precautionary principle (i.e. first, do no harm) related to fluoride usage has emerged.

Reason #9 to Oppose Water Fluoridation: Fluoridation discriminates against those with low incomes. Research has indicated that fluoride does not aid in preventing pit and fissure decay (which is the most prevalent form of tooth decay in the U.S.) or in preventing baby bottle tooth decay (which is prevalent in poor communities). Also, research has suggested that in malnourished children and individuals of lower socio-economic status, fluoride can actually increase the risk of dental caries due to calcium depletion and other circumstances. Moreover, people on low incomes are least able to afford avoidance measures (reverse osmosis or bottled water) or medical and dental treatment for dental fluorosis and other fluoride-related ailments.

Reason #10 to Oppose Water Fluoridation: It also poses threats to animals (pets and wildlife), as well as the environment at large. Animals are exposed to fluoride in the environment through pollution of air, water, soil, and food. It is important to consider their overall fluoride exposure as a result of each of these sources. Harmful effects of fluoride, including species vulnerability, have been reported in an array of wild animals. Even domestic pets have been subjects of reports raising concerns about fluoride exposure, especially through their water and food.

After much deliberation, Council determined more information regarding the cost to the City for adding fluorine to drinking water, and if there are alternatives for the Public Works to track water breaks beyond the fluorine in the water, was needed before rendering a decision. Ullman moved, Haas seconded a motion to table the item until the June 12, 2018 Committee of the Whole meeting. The motion carried unanimously on a voice vote.

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Agenda Item 7: Discussion and Possible Action Regarding the Use of Tablets by Council Members (Mayor)

With a new City Council seated, the time is ripe to revisit the sustainability goal of converting to use of electronic tablets for City Council in lieu of paper agendas and exhibits. If successful, we expect to save considerable staff time, expense, and “trees” by reducing paper waste and also improving the ability to provide more timely information to Councilors.

There was a previous attempt made in 2014-2015 to complete this goal but it was unsuccessful at that time. Already distributed tablets not currently in use should be returned to the City.

Discussion topics may include the following:

- Cost/benefit analysis
- Type of tablet for purchase
- Tablet use policy
- Pilot program
- Implementation timeline

Administration sought motivated and technologically knowledgeable volunteers from Council to assist the City Clerk and IT department in making a recommendation to Council in the near future.

Although some may wish to use or continue to use their personal devices, the City would need to purchase 13 tablets or iPads to supplement the Council and Administration, at a cost of approximately \$400 each. As shown in the table below, the investment could be recovered in savings within two years. Below is an estimate that the Clerk has prepared of the cost of preparing agenda bills under the current paper system:

(Please keep in mind the number of pages used in the example below represent the finished product/agenda only and do not include drafts and multiple reprints prior to finalizing, which is all done in hard copy)

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PAPER ONLY Council Packets (finished product)

Meeting Date	# pgs Council	# pgs COW	X 18 pkts	X \$3/ream (500 pgs)
4-17-2018	259		4662	27.97
3-27-2018	165	3	3045	18.25
3-13-2018	98	28	2268	13.61
2-27-2018	50	4	972	5.83
2-13-2018	107	24	2358	14.15
1-30-2018	130	10	2520	15.12
1-09-2018	120	16	2448	14.69

Total cost year to date (April 2018) for paper: \$109.62
 # of reams of paper used first four months: 36.5

COPIER COSTS (not including ink and toner cartridges)

# pages (double sided)	B&W @ \$0.0079pp (2/3)	Color @ \$0.0561 pp (1/3)
4662 x 2 = 9324	44.16	174.18
3042 x 2 = 6084	32.01	113.66
2668 x 2 = 5336	28.07	99.68
972 x 2 = 1944	10.29	36.32
2358 x 2 = 4716	24.81	88.10
2520 x 2 = 5040	26.52	94.15
2448 x 2 = 4892	38.65	91.89

Total: \$ 204.51 + \$ 697.98
 = \$ 902.49 Copier Only Use Cost January to April, 2018

Costs outlined in the tables above *do not* include copier/printer machine maintenance, ink and toner replacement, staff preparation time and use of other departments' equipment and postage.

George moved, Moore seconded a motion to allow administration to proceed with implementing the use of tablets by Council, including costs, device options, and accommodations. The motion carried unanimously by voice vote.

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Agenda Item 8: Discussion and Possible Action Regarding Possibly Reducing the Number of Members Seated on the City of Ashland Common Council (City Clerk)

The topic of reducing the number of members on the City Council, and/or creating members at-large, has been introduced in the past for various reasons. Timing regarding the 2020 National Census has brought the discussion once again to the table.

When introduced in September, 2010, it was suggested to reduce the number of Council members from eleven to seven citing cost savings for training and overhead. Other reasons in support of bringing this proposal forward included: rarely contested Council seats when terms were expiring; fewer members would make for more efficient decision making and government; shorter meetings; ability to elect members-at-large; bringing the number of council seats in line with the decrease in population; align with the best practices of other municipalities; and allow a slight pay raise for the fewer members for better incentive to occupy available positions. The suggested motion at the time of this agenda bill was *"Direct the City Administrator to create a plan that would reduce the size of the Ashland City Council in 2020 (or thereabouts when census data is available) which would include the redrawing of district lines and having at-large members."*

Discussion resumed again in 2013, after once again, Council seats were uncontested during the election as only the incumbents ran for office. A motion was made at that time for the City Administrator to meet with the County Administrator to determine the most advantageous time for changing the amount of members, and then have both bodies debate and vote on this issue. This motion passed 6-5 but not without debate amongst the Councilors.

The Mayor, at that time, stated that when he met with other Mayors, most of their cities had seven to nine members, and most were elected at-large. It was his opinion that more candidates would run for office if there were at-large members.

At the June 25, 2013 meeting, Councilors comments included: the possibility for shorter meetings; keep Council as is because there are a lot of people in some wards to represent; give up pay for attending meetings; reduce size at census time; cost savings to City; reduce size of Council because of size of the City; favor at-large Councilors; and if pay is raised, more people could focus on doing a good job in these positions.

As of the 2010 census, the population of the City of Ashland was 8,216, but this number is expected to decline during the 2020 census. Currently, there is an alderperson elected for each of the eleven wards, allowing for Councilors to represent approximately 725 people each. While researching other cities' governments, Ashland is far above the number of Council representatives compared to other Wisconsin cities; the closest comparison viewed was the City of Waterford with a population of approximately 5,340. Their government consists of six alderpersons to represent approximately 890 citizens each. In contrast, cities with the same or

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closest number of Councilpersons have a population of between more than three to seven times that of Ashland. Other results are shown below:

Wisconsin City	Approximate Population	Number of Councilors/Board Members	Number of Citizens Represented in each Ward/District
Ashland	8,200	11	745
Waterford	5,340	6	890
Delafield	7,160	7	1,020
Rice Lake	8,420	8	1,050
Hudson	8,460	6	1,410
Lisbon	9,360	5	1,870
St. Francis	9,550	6	1,590
Burlington	10,460	8	1,300
Little Chute	10,490	6	1,750
Verona	10,600	8	1,325
Monroe	10,825	9	1,200
Pewaukee	13,800	6	2,300
Superior	27,400	10	2,740
Muskego	24,500	7	3,500
Stevens Point	26,670	11	2,240
Wauwatosa	47,130	16	2,945
West Allis	60,700	10	6,070

Several cities allow half of their Councilors or Board members to be at-large while the other half represent evenly divided districts or wards, while very few have all at-large seats. It is felt that the at-large seats gives the opportunity to contribute while your ward or district is already well represented. On the other hand, there were several cities with unrepresented and vacant wards. There could be several options should Council choose to proceed with restructuring.

OPTIONS TO CONSIDER

In determining the possibility of reducing the number of Council members to serve the City of Ashland, a number of options can be considered.

1. Reduce the number of Council members from eleven to nine or seven. This would require redistricting and/or combining current wards, which would in effect cause Ashland County to do the same for election purposes, although the number of County Board members may not necessarily need to change or reduce.
2. Change to a mix of representative and at-large members. Again, redistricting may be required within the City. For example, six members are elected and would each

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represent Wards 1-2, 3-4, 5-6, 7-8, 9-10, and 11-12 respectively, while the remaining five Council members would be elected as at-large. This may or may not affect the Ashland County Board, but would allow for the same number of representatives as is currently.

- 3. A combination of # 1 and 2.
- 4. Change to all at-large Council members to represent the City regardless of address or ward district lived in. Redistricting may be required only dependent on the results of the 2020 census, or at the desire of the Council.
- 5. Continue with eleven Council members, each living within their respective and representing wards.

Effects Beyond the City Council

The Ashland County Board of Supervisors consists of 21 districts to represent the two cities, 13 townships and one village. Of the eleven seats occupied by City of Ashland residents, although one district is currently vacant, these are not necessarily the same individuals who sit on the Ashland City Council. According to Ashland County Administrator Jeff Beirl, changing the number of seats on the Ashland City Council would have no effect on the County Board.

The changes would be felt most, however, by those who run and coordinate the elections. Both the County and City of Ashland consider the wards, or districts, on a parallel, and set up voting wards and ballots conveniently identical in most cases. Currently, if a contest were on the Federal, State or County level, the City's ballots can be ordered along with the County as they would be identical, and the cost for the shared ballots is currently supported by the County. Contests for the City Council and Mayor seats, and for the School District, are set up differently than the County contests and charges for these different ballots are directed toward the elections budget.

If Council were to choose to draw their wards differently than that of the County, election contests would be set to wards or districts in a different manner for each election. The City would be required to increase election costs for their ballots as this would now fall on the City's elections budget regardless of the contest.

The Census

As the 2020 Census draws nearer, the opportune time to make any changes or decisions would be immediately after the completion of the census when population lines may need to be redrawn depending on the outcome. The three-step redistricting process was outlined in Exhibit B. Municipalities adjust their ward boundaries after the County submits a tentative district plan. The last redistricting took place in May of 2011 following the 2010 Census. Redistricting, being affected by the results of the upcoming Census, may be required regardless of the number of members the Council desired to seat.

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After much discussion by Council, George moved, Moore seconded a motion to approve to reduce the number of members seated to seven on the City of Ashland Common Council. The motion carried 8-2 by voice vote; opposed were Franek and Pufall.

Agenda Item 9: Adjournment

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

Respectfully submitted,

Denise Oliphant
City Clerk



AGENDA BILL

Ref: 132

COMMITTEE AGENDA:
COUNCIL AGENDA: 5A (6/12/2018)

SUBJECT: Appointments

RECOMMENDATION: Approval

DATE SUBMITTED: June 7, 2018

CLEARANCES: Mayor

EXHIBITS: Volunteer Forms

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

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

RECOMMENDATION: The Mayor is recommending approval of the appointments as follows:

Municipal Library Board

James Crandall, representing Bayfield County Board of Supervisors, Term expires: April 17, 2021 (replacing Rachel Coughtry)

Housing Committee

Kathy Beeksma, representing City Housing Authority Rep., Term expires: October 1, 2018 (replacing Jenny Lucius)

James Crandall

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OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

VAUGHN LIBRARY BOARD

Brief statement of education and training:

Current member of Bayfield County Board,
Bayfield County Library Committee, NOLS Board

Biography:

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

Retired, two adult children, North Country Trail
volunteer, Drummond ski trail groomer,
like reading, hiking, skiing, raising chickens.

Individual References or Referred by (include phone #):

Mark Abeles ALISON 715 373 6181

Contact Information:

Name (Print)

Phone Number

JAMES A. CRANDALL 715 739 6654

Address

10860 N Loop Rd Drummond WI 54832

Email:

Date

JCRANDALL@BAYFIELDCOUNTY.ORG
5-10-18

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Ashland Housing Committee
(Ashland Housing Authority Position)

Brief statement of education and training:

Concordia College - St. Paul, MN (M.A. Family Life Ed)
Miami Univ. (B.S. Finance)

Biography:

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

- Current Director Ashland Housing Authority (June 2017 - Present)
- Family Living Educator / Nutrition Ed. Coord / NW Regional Assoc. UW-Ext. (2009-2017)
- Exec. DR - The Brick (2007-2008)
- Exec. DR - Big Top Chautauqua (2006-2007)
- Program DR - Ashland / Bayfield County Kinship, NWCSA (2002-2006)

Individual References or Referred by (include phone #):

Mayor Deb Lewis

Contact Information:	Kathy Beeksma	715-682-7066
	Name (Print)	Phone Number
	319 Chapple Ave. Ashland	
	Address	
	kbeeksma@cityofashlandhousing.org	6/7/18
	Email:	Date



AGENDA BILL

Ref: 107

**COMMITTEE AGENDA:
COUNCIL AGENDA: 6A (06/12/18)**

SUBJECT: Operator's Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: June 5, 2018

CLEARANCES: Police Department

EXHIBITS: N.A.

EXPENDITURES REQUIRED: N.A.

AMOUNT BUDGETED: N.A.

APPROPRIATION REQUIRED: N.A.

TREASURER'S CERTIFICATE: N.A.

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 City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

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

RECOMMENDATION: Approve Operator's Licenses

SUMMARY STATEMENT: The following individuals have applied for an operator's license:

Jasmine L. Bietka
Christel L. Sketch

Carter A. Lund
Dawn M. Karst

Lesley A.Sederholm

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, John Coffey joined by phone.

Absent:

Excused:

Also Present: John Sill, Airport Manager; Bill Krcma; Bill Kovac, Eastern Aviation Fuels

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (February 22, 2018).

A motion was made by Bouchard, seconded by Korpela, to approve the February 22, 2018 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

Bill Krcma spoke to the commission about the new airport lease that was sent out to the hangar owners. The hangar owners felt that there were a number of problems with the lease, particularly item number 9, that they were not happy with. Krcma feels that the lease was sent to them with no input from the hangar owners. Krcma realizes some of these items may have come down from the BOA, but feels that it is important to sit down as a group and go through the lease with the hangar owners.

AGENDA ITEM 4: COMMISSION ITEMS

→ Bill Kovac, Eastern Aviation Fuels presentation

Kovacs noted that Eastern Aviation has been converting airport customers in Northern Wisconsin in the last 6 months from Best Oil and other fuel providers. Eastern Aviation Fuels is the sole provider for Shell Oil, and Shell Aviation in the U. S. and Caribbean. They have had a long partnership with Shell. Kovacs made a presentation to the Commission; Eastern Aviation is looking for an opportunity to provide fuel to the Ashland airport. Commissioners will discuss the presentation at a future meeting.

→ New Manager search

Orensten noted that Commissioners had received the applications for the manager's position and wanted to know if they wanted to narrow the field down to 3-5 people that they would like to interview. Candidates have been given numbers so commissioners responded with the numbers that they would like to interview. Using the number system commissioners were able to identify the candidates and rank them. Sill informed commissioners that Jan Anderson, HR, had recommended picking 5 candidates, and that Sill and at least 2 or more commissioners do phone interviews using the questions that are in the packet, and then narrow the field down to the top

three for personal interviews. Commissioners narrowed down the applicant field. Coffey suggested that the commission interview all the applicants. Commissioners had further discussion about the process. Sill will talk to Anderson and let her know what the commission wants to do and get further information on some questions they had.

→ Airport Commission makeup

Sill inquired as to whether the County Board is going to appoint anyone to the Commission. Korpela feels that no one from the county will be appointed until after the April Election.

AGENDA ITEM 5: Airport Manager’s Report

None.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Sill. The total amount of the bills came to \$2,884.39.

A motion was made by Bouchard, seconded by Korpela, 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 April 12, 2018, at 4:30 pm, at the JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Kim Westman

AGENDA ITEM 1: ROLL CALL

Lloyd Orensten called the Airport Commission meeting to order at 9:00 a.m.

Present: Lloyd Orensten, Rick Korpela, Tom Bouchard & John Coffey

Absent:

Excused:

Also Present: John Sill, Airport Manager; Jan Anderson, HR

AGENDA ITEM 2: Commission Items:

Manager Interview review (the Commission may vote to go into closed session for "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Wis. Stat. § 19.85(1)(c)).

A motion was made by Bouchard, seconded by Korpela, to move into closed session. The motion passed unanimously.

A motion was made by Bouchard, seconded by Korpela, to move out of closed session. The motion passed unanimously.

AGENDA ITEM 3: Potential action from Closed Session

Commission authorized Jan Anderson, HR, to contact Brady Paine to offer the Airport Manager position.

AGENDA ITEM 4: ADJOURNMENT

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

Kim Westman

Tom Bouchard called the Airport Commission meeting to order at 4:30 p.m.

Present: Rick Korpela, Tom Bouchard & John Coffey

Absent:

Excused: Lloyd Orensten

Also Present: John Sill, Airport Manager; Bill Krcma, Cary Bouchard, Bruce Nelson

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (March 22, 2018).

A motion was made by Korpela, seconded by Coffey, to approve the March 22, 2018 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ Eastern Aviation Fuels Discussion/selection

Commissioners discussed the pros and cons of staying with Best Oil or changing to Eastern Aviation Fuels. Coffey noted that Bill Kovac was going to send some information on fuel pricing and Coffey hadn't received anything yet; would like to put off making a decision until the commission receives more information. Consensus of the commissioners was to wait for more information.

→ Hangar Lease Discussion

Bill Krcma addressed the commission and they went through the lease point by point. The renters have no issues with items 1-6. Item number 7, renters thought was very ambiguous and do not understand it; they recommend deleting it altogether. Sill will talk with city attorney about that item. There are no issues with item number 8, but with item number 9, everyone has issues. Krcma proposed striking the whole paragraph and inserting hangar is to be used primarily for aeronautical use as per FAA guidelines. Krcma read the FAA guidelines and thought they were very fair. Item number 10 renters questioned the part about a fee for parking and also inquired about the use of the dumpster to keep the airport clean. With the new lease there is no language pertaining to the dumpster. The renters have no issues with items 11-15. Renters would like item number 16 deleted entirely. The way it reads it prevents anyone from sub-leasing their hangar to anybody, they would need an FBO permit. Item number 17 regarding commercial operations, does not allow anyone to do anything. Sill stated that all you have to do is talk with the manager and get prior written approval. Discussion followed; Sill will look into this item number. Item numbers 18-21 there are no issues. Item number 22, there was a discussion about

snow removal and the airport not being liable for any potential damages associated with snow removal. Sill will strike it for now but will have to check with the city attorney. Item number 23, the right to inspect hangars, some renters questioned that, they have right to privacy and private property rights. Sill suggested that this be amended to include 24 hours prior notice. Item number 24 there were no issues. Item number 25, Krcma noted the FAA does not mandate any requirement for insurance. Sill stated it was recommended by the BOA and the city attorney. Krcma stated that in the lease it requires a million dollars' worth of coverage; Ochsenbauer and Vickroys own 4 hangars are you going to require they get 4 million dollars' worth of liability insurance? Krcma questioned why the airport does not provide liability insurance. Item number 26, if the lessee fails to use the hangar for storing aircraft owned by the lessee for a continuous period of 12 months the lessor, may use their own discretion and terminate the lease. Krcma suggests that this item be deleted. Item numbers 27 thru 29 there is no problem. Item number 30 has already been discussed and they are in agreement. Item 31, lease transfer, can that item be deleted? Commissioners discussed this item. Item numbers 32 thru 36 there are no issues. Sill will look into the issues that were discussed and get back to the commission and the renters with answers.

- The Commission may vote to go into closed session for "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Wis. Stat. § 19.85(1)(c).

There was no closed session.

AGENDA ITEM 5: Potential action from Closed Session

None.

AGENDA ITEM 6: Airport Manager's Report

Sill will be going to Madison Monday for a meeting with BOA reps and engineers regarding airport projects and BOA updates.

AGENDA ITEM 7: Approval of Bills

The list of bills was presented by Sill. The total amount of the bills came to \$1,472.98.

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

AGENDA ITEM 8: SET NEXT MEETING DATE

The next Airport Commission meeting will be held May 17th, 2018, at 4:30 pm, at the JFK Airport.

AGENDA ITEM 9: ADJOURNMENT

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

Kim Westman

AGENDA ITEM 1: ROLL CALL

Tom Bouchard called the Airport Commission meeting to order at 1:45 p. m.

Present: Rick Korpela, Ella Teague & Tom Bouchard

Absent:

Excused: John Coffey & Lloyd Orensten

Also Present: Jan Anderson, HR

AGENDA ITEM 2: Commission Items:

- Manager Applications Review. (the Commission may vote to go into closed session for "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Wis. Stat. § 19.85(1)(c)).

A motion was made by Teague, seconded by Korpela, to move into closed session for interviews. The motion passed unanimously.

A motion was made by Teague, seconded by Korpela, to move out of closed session. The motion passed unanimously.

AGENDA ITEM 3: Potential action from Closed Session
None.

AGENDA ITEM 4: ADJOURNMENT

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

Kim Westman

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**ASHLAND BEAUTIFICATION COUNCIL
MEETING
March 5, 2018**

****Corrected March meeting minutes No 2, No 3 and No 7.**

1. Roll Call: Volunteer Hours

Present:

Carol Feldmeier	2
Cynthia Meyer	4
Donna Lanni	4.25
Elaine Peterson	3.45
Shawna Johnson	1.45
Kay Saari	1.45
Penny Rutyna	3.45
Volunteers: Ron Lockwood	1 hr

Guests present at meeting: Megan McBride and Donna Blazek

2. Log February 2018 volunteer hours

3. Approval of February 5, 2018 meeting minutes:

Motion :Cynthia Seconded: Kay Vote: Aye.

4. Administrative:

Treasurer's Report: no expenditures.
Donations: \$100 from Monday Club

5. Old Business

Report on Ashland High School canna project: Tubers picked up and Ashland High School Students will start in pots.

Approval of 2018 Project Calendar: June 2 is delivery date for annuals from Hauser's. Plan for May Red Barn sale trip.

Volunteers and council members will be weeding Crest Motel ledge at least 2 times a month. Joy Falencik, volunteer will help. Donna Blazek and Megan's friend from Northland College also volunteering.

Parking lot weeding: Donna, Kay, Penny and Elaine

City Hall and Court house: Cynthia and Shawna, Kay City Hall shrub garden.

Bayview: Carol and Elaine. Memorial Park: Elaine and Boat landing: Carol.

Elaine made motion to accept 2018 project calendar with amendments as discussed, Penny seconded motion, Vote: Aye

6. New Business

Beauty Spot runners-up for 2017 Elaine will check on this. Five businesses and 5 residents beauty spots were recognized for 2017.

Solar project in Otiss/Pearson Park: Power needs to be added for lights. Refer to Public Works or private electrician.

Add bike racks to Otiss Park and possibly a pergola. Megan, Assistant Planner for city of Ashland, will bring proposal of Otiss/ Pearson Park projects to next BC meeting.

Donna will volunteer on city planning panel.

7. Date of Next Meeting: Monday, May 7, at 6 p.m. Vaughn Library 2nd floor Meeting Room. April meeting canceled.

8. Adjournment at 7:10 p.m. Motion to adjourn: Carol Seconded: Penny Vote: Aye

Respectfully Submitted,

Elaine Peterson

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of May, 2018

Permit type	Commercial-Additions,Remodeling,AJ							
Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued	
6676	Memorial Medical Center	1615 Maple Lane	Remodel of the first floor of the professional arts building. Change exterior entrance per approved plan.	\$2,710,000.00	\$11,130.00	4893	5/22/2018	

Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (1 detail record)

Sum \$2,710,000.00 \$11,130.00

Permit type	Commercial-Miscellaneous							
Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued	
6670	Ashland Housing Authority	600 4th Street West	Bay Ridge apartments, 409 Vaughn, Replace exterior doors, install AC sleeves on each apartment, install new handrails in	\$44,826.00	\$0.00	4588	5/14/2018	

Summary for 'Permit type' = Commercial-Miscellaneous (1 detail record)

Sum \$44,826.00 \$0.00

Permit type	Misc Zoning Fees							
Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued	
6660	Ronald and Gary Roffers	none	CUP request to operate a sand pit-- Check numbers 5256 and 5258		\$150.00	4924	5/3/2018	
6668	Kevin and Sarah McDowell	1615 MacArthur Ave	Keeping of Animal Permit for 6 chickens. Will expire December 31st of 2022		\$20.00	4709	5/14/2018	
6680	Julian & Arianna Deplacito	418 Beaser Ave.	Renewal of chicken permit for 3 years		\$20.00	349	5/24/2018	
6681	Ashland School District		Development Permit for wetland restoration		\$75.00	3220	5/25/2018	

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
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Summary for 'Permit type' = Misc Zoning Fees (4 detail records)
 Sum \$265.00

Permit type Residential-Accessory Structures

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6672	Brennon and Jan Mahnke	1407 MacArthur Ave.	Construct new 24' x 48' detached garage in the rear yard per approved plan. Demolish existing detached garage after the new	\$14,000.00	\$57.00	3245	5/17/2018
Summary for 'Permit type' = Residential-Accessory Structures (1 detail record)				\$14,000.00	\$57.00		

Permit type Residential-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6667	Danny Bennett	307 11th Avenue West	Install 115 of 6' high wood fence in the rear yard per approved plan.	\$1,600.00	\$50.00	237	5/14/2018
6669	Ronald and Susan Wiberg	101 13th Ave. E.	Install new 4' chain link and 6' high wood fence in the side and rear yard per approved plan.	\$500.00	\$50.00	1443	5/14/2018
6674	Steve and Joyce Quist	723 5th Ave. East	Install approximately 100' of 6' high chain link fence in the rear yard per approved plan	\$200.00	\$50.00	2385	5/21/2018
6675	Tyler and Brittni Augustine	200 15th Ave. E.	Install 4' high wood picket fence in the side and rear yard per approved plan.	\$2,000.00	\$50.00	1482	5/22/2018
Summary for 'Permit type' = Residential-Miscellaneous (4 detail records)				\$4,300.00	\$200.00		

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6661	Tom Malyuk	1514 11TH Ave West	Construct new 36' x 60' garage addition to the north side of the house along with an attached 12' x 12' breezeway.	\$80,000.00	\$250.00	4698.02	5/3/2018

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6662	Richard and Lori Przybylo	4019 Lake Park Road	Replace existing stairs leading from the house to the lake and repair the existing deck along the lakefront.	\$14,000.00	\$70.00	5034	5/4/2018
6663	William D Sunie	605 Ellis Ave	Remove and replace north foundation wall and restore site to clean and level condition.	\$9,000.00	\$45.00	2202	5/4/2018
6664	Charles and Lynn Levings	723 11th Ave. W.	Reroofing with new asphalt shingles and new fascia	\$6,000.00	\$30.00	555	5/8/2018
6665	Eric and Kelly Maday	1721 MacArthur Avenue	Replace existing deck on the south and east side. East deck will be the same size and the south deck will be expanded to 24' x 12' with new railing.	\$7,000.00	\$25.00	4713	5/9/2018
6666	Paige Mika	701 2nd Ave West	Tear off existing shingles and install new asphalt shingles.	\$15,000.00	\$30.00	2315	5/10/2018
6671	Brennon and Jan Mahnke	1407 MacArthur Ave.	Remove and replace approximately 75' of foundation wall.	\$14,000.00	\$70.00	3245	5/17/2018
6673	James Byrnes	619 Prentice Avenue	Install new layer of asphalt shingles over the existing single layer of roofing on the main house. Replace existing second story deck.	\$6,900.00	\$30.00	2173	5/21/2018
6677	Kenneth Sproat and Renee Talbo	909 11th Avenue West	Tear off existing roofing on the main house and install new asphalt shingles.	\$9,575.00	\$30.00	3037	5/23/2018
6678	Karen Elsa	513 16th Ave. W.	Tear off existing roofing on the main house and install new asphalt shingles	\$7,705.00	\$30.00	440	5/23/2018
6682	Scott and Pamela Brown	1217 Lake Shore Dr. E.	Tear off existing roofing and install new asphalt shingles on the house.	\$5,500.00	\$30.00	1128	5/29/2018
Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (11 detail records)				\$174,680.00	\$640.00		
Sum							

Grand Total

\$2,947,806.00

\$12,292.00

City of Ashland, Wisconsin

Monthly Property Report

Property report for the month of May, 2018

Maintenance concern		Amount of citation
Date	Parcel ID# Office Contact Property Address	
5/30/2018	3541 1422 4th Street East	\$0.00

Action taken

Maintenance concern Garbage		Amount of citation
Date	Parcel ID# Office Contact Property Address	
5/15/2018	398 Bob Miller 502 Beaser Ave.	\$0.00

Action taken

5/17/2018 1912 Chris Luebben 406 Prentice Avenue Stopped by and talked with the tenant to have the yard cleaned up

5/18/2018 1874 Chris Luebben 411 Stuntz Ave. Letter was sent to clean up the tires and construction materials in the backyard.

5/18/2018 1549 Chris Luebben 214 Stuntz Ave. Sent first letter giving until May 31, 2018 to remove/cleanup household items in backyard and tires

5/18/2018 1560 Chris Luebben 216 7th Ave. E. Sent first letter giving until May 25, 2018 to put away/remove construction materials

5/18/2018 1584 Chris Luebben 211 7th Ave. E. Sent first letter giving until May 25, 2018 to clean-up porch, removal snowmobile, and repair or remove wood fence

5/18/2018 1733 Chris Luebben 318 5th ave east Sent first letter giving until May 31, 2018 to store or dispose of household items on porch, tires, bathtub by garage

5/21/2018 1722 Chris Luebben 408 3rd St. E. Sent first letter giving until May 30, 2018 to remove/cleanup construction materials and dispose off/store tires

Action taken Sent first letter giving until May 31, 2018 to dispose of garbage and remove shopping carts

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5/21/2018	1733	Chris Luebben	318 5th ave east	\$0.00
		Action taken	Sent first letter giving until May 30, 2018 to remove or store construction materials and tires. 2nd letter sent 6/1/18.	
5/21/2018	1721	Chris Luebben	306 Prentice Avenue	\$0.00
		Action taken	1st letter sent to have the yard cleaned up by May 31, 2018. 2nd letter sent 6/1/18 to clean-up garage in yard.	
5/21/2018	1736	Chris Luebben	308 5th Ave. E.	\$0.00
		Action taken	Sent first letter giving until May 31, 2018 to dispose of wood chairs, garbage and brush in garage area	
5/21/2018	1583	Chris Luebben	215 7th Ave. E.	\$0.00
		Action taken	Sent first letter giving until May 31, 2018 to dispose of household items on porch and apply protective coating on ext. of garage	
5/21/2018	3690	Chris Luebben	1606 6th St. East	\$0.00
		Action taken	Sent first letter giving until May 31, 2018 to remove/store tires and household junk.	
5/22/2018	3570	Chris Luebben	2101 5th Street East	\$0.00
		Action taken	Sent first letter giving until May 31, 2018 to remove/cleanup household items in front yard	
5/22/2018	1505	Chris Luebben	205 14th Ave. E.	\$0.00
		Action taken	Sent first letter giving until May 31, 2018 to remove/store tires and cleanup area around shed. Also sent Res. Unit Registration form	
5/22/2018	2093	Chris Luebben	509 14th Avenue East	\$0.00
		Action taken	Sent first letter giving until May 31, 2018 to store or dispose of construction materials and pails/buckets, porch needs repair	
5/23/2018	2372	Chris Luebben	721 Prentice Ave	\$0.00
		Action taken	Sent first letter giving until June 6, 2018 to cleanup household items stored in trailer in backyard	
5/23/2018	2384	Chris Luebben	700 Prentice Ave.	\$0.00
		Action taken	Sent first letter giving until June 6, 2018 to store or dispose of tire and household items	
5/23/2018	2383	Chris Luebben	706 Prentice Ave.	\$0.00
		Action taken	Sent first letter giving until 6/5/18 to remove couch, broken chair, blanket from front lawn	
5/24/2018	1780	Chris Luebben	311 12th Ave. East	\$0.00
		Action taken	Sent first letter giving until June 7, 2018 to store/dispose of tire	
5/24/2018	1487	Chris Luebben	208 14th Ave. E.	\$0.00
		Action taken	Sent first letter giving until June 14, 2018 to store/dispose of constr mats next to shed, replace missing siding on garage	
5/24/2018	1493	Chris Luebben	203 15th Ave. E.	\$0.00
		Action taken	Sent first letter giving until June 7, 2018 to store/dispose of tires and sawhorses	
5/25/2018	3638	Chris Luebben	1713 6th Street East	\$0.00
		Action taken	Sent first letter giving until June 7, 2018 to store/dispose of tire and debris in backyard	

5/25/2018	3646	Chris Luebben	1607 6th St E		\$0.00
		Action taken	Working with Megan; she is trying for HIP to work on this property		
5/29/2018	3424	Chris Luebben	Kenwood Terrace Mobile		\$0.00
		Action taken	Sent first letter giving until 6/18/18 to remove/store tires		
5/29/2018	2276	Chris Luebben	510 7th Street West		\$0.00
		Action taken	Sent first letter giving until June 8, 2018 to remove/store tires & couch, and repair/remove fence		
5/30/2018	1506	Chris Luebben	203 14th Ave. E.		\$0.00
		Action taken	Bob Miller called the owner of the property. She will dispose of the couch.		
5/30/2018	541	Chris Luebben	621 11th Ave. West		\$0.00
		Action taken	Sent first letter giving until 6/12/18 to remove appliances, boxespring from yard; move RV to hard surface-s/b gone by 6/30/18		
5/31/2018	4431	Chris Luebben	712 Chapple Avenue		\$0.00
		Action taken	Sent first letter giving until 6/11/18 to get approval from Public Works for items in ROW or remove items		

Maintenance concern Grass

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/31/2018	3081	Chris Luebben	1121 9th Avenue West	\$0.00
		Action taken	I inspected on 5/31/18 1:42 pm - abandoned house - grass had been cut; lawn flooded from recent heavy rain.	
5/31/2018	3873	Chris Luebben	1201 9th Ave W	\$0.00
		Action taken	Sent first letter giving until 6/8/18 to cut grass	

Maintenance concern Other

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
5/14/2018	1336	Bob Miller	213 Main Street East	\$0.00
		Action taken	The tenant hired Blakeman Exterminating to treat the apartment.	
5/15/2018	165	Bob Miller	218 Beaser Avenue	\$0.00
		Action taken	Spoke with the property owner and they will remove it tomorrow	
5/31/2018	1261	Chris Luebben	407 Lake Shore Drive Eas	\$0.00
		Action taken	I inspected grass area all around bldg on 5/31/18. Saw no dog poop. Area neat & clean.	

Maintenance concern Principal Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
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\$0.00

5/31/2018 4245 Chris Luebben 415 Main St. West
Action taken Sent 1st letter giving until 6/29/18 - I inspected rear of bldg & took pics. Fallen bricks observed at rear of bldg near the dumpster.

Maintenance concern	Vehicle	Date	Parcel ID#	Office Contact	Property Address	Amount of citation
		5/18/2018	1551	Chris Luebben	206 Stuntz Ave. First letter sent; vehicle and trailer to be moved/stored by 05/25/18.	\$0.00
		5/18/2018	1548	Chris Luebben	222 Stuntz Ave. Sent first letter giving until May 25, 2018 to move/store the trailer	\$0.00
		5/23/2018	3099	Chris Luebben	1101 11th Ave West Sent first letter requesting owner of Jeep with flat tires & expired plates call me to discuss their plans to bring veh into compliance	\$0.00
		5/23/2018	2373	Chris Luebben	719 Prentice Ave. Sent first letter giving until June 4, 2018 to dispose of tires & household items, and move inoperable truck.	\$0.00
		5/23/2018	2370	Chris Luebben	723 Prentice Avenue Sent first letter giving until June 6, 2018 to remove/store debris that is on porch, and register or store truck with expired plates	\$0.00
		5/24/2018	1512	Chris Luebben	210 12th Ave. E. Sent first letter giving until June 7, 2018 to move car & boat, license or store Dodge truck, fix/replace boarded house window	\$0.00
		5/24/2018	1443	Chris Luebben	101 13th Ave. E. Sent first letter giving until June 7, 2018 to store/register GMC Sierra (expired 2/2016 plate number GM9628)	\$0.00
		5/24/2018	1835	Chris Luebben	416 11th Ave E Sent first letter giving until June 7, 2018 to register Chevy Suburban (MN plate 356CK - expired 7/17)	\$0.00
		5/29/2018	2799	Chris Luebben	1023 Vaughn Ave I inspected property on 5/29/18 and found no vehicles on the property. Notified PD there are unused bullets on sidewalk.	\$0.00
		5/29/2018	2269	Chris Luebben	518 7th Street West Sent first letter giving until June 8, 2018 to store/dispose of tire at side of house	\$0.00
		5/31/2018	1436	Chris Luebben	110 12th Ave. E. Placed door hanger asking owner to call me. Sent letter giving until 6/12/18 to bring Chevy van into compliance	\$0.00
		5/31/2018	2609	Chris Luebben	919 Vaughn Avenue Sent first letter giving until 6/8/18 to bring vehicle into compliance	\$0.00

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CITY OF ASHLAND, WISCONSIN

Year to Date Permit Evaluation Report

Permit type	Value of work	Total permit fee
Commercial-Additions,Remodeling,Alterations		
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (8 detail records)		
Sum	\$8,121,034.00	\$13,605.00
Percent	84.37%	68.84%
Commercial-Miscellaneous		
Summary for 'Permit type' = Commercial-Miscellaneous (2 detail records)		
Sum	\$44,826.00	\$30.00
Percent	0.47%	0.15%
Commercial-New Construction		
Summary for 'Permit type' = Commercial-New Construction (3 detail records)		
Sum	\$871,675.00	\$2,250.00
Percent	9.06%	11.39%
Demolition/Moving		
Summary for 'Permit type' = Demolition/Moving (1 detail record)		
Sum	\$1,000.00	\$0.00
Percent	0.01%	0.00%
Misc Zoning Fees		
Summary for 'Permit type' = Misc Zoning Fees (19 detail records)		
Sum		\$1,350.00
Percent		6.83%
Residential-Accessory Structures		
Summary for 'Permit type' = Residential-Accessory Structures (2 detail records)		
Sum	\$14,230.00	\$57.00
Percent	0.15%	0.29%

Permit type	Value of work	Total permit fee
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Residential-Miscellaneous

Summary for 'Permit type' = Residential-Miscellaneous (5 detail records)

Sum	\$6,100.00	\$250.00
Percent	0.06%	1.27%

Residential-Remodeling,Alterations,Additions

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (29 detail records)

Sum	\$566,310.00	\$1,720.00
Percent	5.88%	8.70%

Sign

Summary for 'Permit type' = Sign (7 detail records)

Sum		\$500.00
Percent		2.53%

Grand Total \$9,625,175.00 \$19,762.00



AGENDA BILL

Ref: 123

COMMITTEE AGENDA: 5 (05-29-2018)

COUNCIL AGENDA: 6D (06-12-2018)

SUBJECT: Approve an Ordinance to Amend Chapter 922 (1488), Ashland City Ordinances, Alcoholic Beverages Regulation

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: May 16, 2018

CLEARANCES: City Attorney

EXHIBITS: Amended Chapter 922 (1488), Ashland City Ordinance

EXPENDITURES REQUIRED: NA

COMPLIANCE WITH ORDINANCE 51:NA

SUMMARY STATEMENT:

The City Clerk’s office has received an application by a newly founded organization for an alcohol beverage license. There are a few discrepancies in the current City Ordinance 922 pertaining to Alcohol licensing that need to be clarified by the Council prior to the Clerk’s ability to process the application.

On May 31, 2016, the Ashland City Council voted to approve the following:

Restrictions Related to Other Uses. No Class A or Class B intoxicating liquor or fermented malt beverage license shall be issued for any premise which is used as a laundromat; or for any premise which is not used primarily for the sale of gasoline, groceries and/or bait, as a restaurant, or for the sale of intoxicating liquor and fermented malt beverages. This waives the more stringent previous restrictions in light of the incoming Kwik Trip convenience stores. At this meeting, the quota for Class “A” Fermented Malt Beverage licenses was removed from the ordinance. Currently, there are only quotas for “Class B” Intoxicating Liquor licenses and “Class A” Intoxicating Liquor licenses.

In September, 2017, the City Council voted to gradually lower the quota for “Class B” Intoxicating Liquor licenses from its then current 26 to 16, in order to better reflect the decreasing population of the City of Ashland.

Chapter 922.40 Local Options.

The State of Wisconsin imposes several restrictions on the alcohol beverage licenses that are allowed to be permitted by municipalities. State Statutes allow municipalities to impose more stringent restrictions in some cases related to the number of licenses allowed and the types of businesses and venues that can be licensed.

The proposed changes to Ordinance 922 are explained below as follows.

1) In 922.30(b) Class "B" Fermented Malt Beverage there are exceptions listed for holding licenses for: bona fide clubs, state, county or local fair associations, agricultural societies, lodges or societies that have been in existence for more than six months. The reference to "922.03(c)(1)" in this paragraph is a typographical error which needs correcting as it does not exist in the Ordinance. Additionally, as a result of the Council action taken in 2016, the reasoning listed for holding a Class "B" fermented malt beverage license is obsolete due to the fact that the Council previously determined to remove the quota for a Class "B" Fermented Malt Beverage licenses, regardless of the organization's status of being a club. It is recommended to remove this paragraph in its entirety for clarity.

2) Para. 922.40 (g) Failure to do Business discusses the need for businesses granted a Class A or Class B intoxicating liquor or fermented malt beverage license, to be open for business for a designated length of time. If the business is unable to comply, the license will be subject to revocation. Within the last sentence of this paragraph, exceptions are outlined:

"This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or by the Ashland Women's Softball Association for Hodgkin's Park."

Since the adoption of this section, there are two licenses which have been held for the purpose of these distinct organizations. The Ashland Women's Softball Association has not requested re-issuance for an alcohol license for a number of years, and it can be safely assumed at this point that the license is no longer required or desired. Also, the sentence does not designate the type of license that is being held aside for either organization. It is recommended that this sentence be rewritten as follows, to eliminate the Ashland Women's Softball Association, and clarify the type of license being held for the Bay Area Civic Center:

"This subsection shall not apply to the "Class B" Intoxicating Liquor/Class "B" Fermented Malt Beverage license held for the Bay Area Civic Center premises."

Effect of Changes

A current applicant is requesting to obtain a "Class B" Intoxicating Liquor/Class "B" Fermented Malt Beverage license for a newly organized club. With the above housekeeping changes, the Council needs to determine the next steps in granting alcohol beverage licenses. Of the long time quota of 26 "Class B" Combination licenses, 24 are currently occupied and one is held for the Depot, which leaves the 26th license potentially available.

Some options to consider include the following:

Option A: The Council voted by Ordinance 2017-1898 in September, 2017 to gradually lower the quota for “Class B” Intoxicating Liquor licenses from its current 26 to 16 in order to better reflect the decreasing population of the City of Ashland. In keeping with the decision by the previous Council, it is the Council’s prerogative to retire the 26th available “Class B” license and reduce the total number to 25.

Option B: Without retiring the 26th newly available “Class B” Combination license, Council could potentially keep this license active and available to applicants.

Option C: Council could determine to use the recently “found” “Class B” Combination license to be set aside as it has for other certain instances, and designate as it has in the past, for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application. Stipulations, as in the past, can be placed on such license specifically for bona fide clubs, such as an effective term of six months, and possibly the hours of operation, such as less than 20 hours per week, if Council desires.

Option D: Allow clubs to purchase a Class “B” Fermented Malt Beverage license at the rate of \$100 annually, or purchase a special six-month Class “B” Fermented Malt Beverage license for one-half, or \$50, or require the club to purchase a Reserve “Class B” Combination license for the amount of \$10,000 as outlined in the ordinance.

At the May 29, 2018 Committee of the Whole meeting, Moore moved, Haas seconded a motion to approve the edits made to Chapter 922, Ashland City Ordinances, Alcoholic Beverages Regulation, as recommended. The motion carried unanimously by voice vote.

Moore moved, Mettill seconded a motion to amend Chapter 922 by accepting *Option C:* Council could determine to use the recently “found” “Class B” Combination license to be set aside as it has for other certain instances, and designate as it has in the past, for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application. The motion carried unanimously by voice vote.

Sequential Ordinance No. _____

Chapter No. _____

**ORDINANCE TO AMEND CHAPTER 922 (1488), ASHLAND CITY ORDINANCES,
ALCOHOLIC BEVERAGES REGULATION**

An ordinance adopted by the Common Council of the City of Ashland at its regular meeting of June 12, 2018, for the purpose of updating and amending language, by making changes to Section 922.30 (b) and (c) and Section 922.40 (g) of Chapter 922, Ashland City Ordinances.

SECTION I:

Section 922.30 (b)(2) shall be repealed.

SECTION II:

The following shall be added to Section 922.30 (c), "Class B" Intoxicating Liquor/Reserve "Class B" Combination Intoxicating Liquor:

- (1) It is specifically provided that 1 of the 26 licenses described in this section shall be reserved for granting to bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

SECTION III:

The last sentence in Section 922.40 (g), Failure to do Business, shall be repealed and recreated as follows:

"This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application."

SECTION IV:

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

Councilperson

PASSED: June 12, 2018
PUBLISHED:

ATTEST: _____
Denise A. Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney



AGENDA BILL

Ref: 127

COMMITTEE AGENDA:
COUNCIL AGENDA: 7A (06-12-2018)

SUBJECT: Presentation by Eagle Waste and Recycling, Inc.

RECOMMENDATION: Discussion as Desired

DEPARTMENT OF ORIGIN: Mayor

DATE SUBMITTED: June 5, 2018

CLEARANCES:

EXHIBITS: N/A

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

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

RECOMMENDATION: Discussion

SUMMARY STATEMENT: Scott Jaeger, Eagle Waste Sales Manager, will be present to make a brief presentation and answer questions from Council concerning the existing recycling program and waste disposal services provided to City residents.



AGENDA BILL

Ref: 124

**COMMITTEE AGENDA:
COUNCIL AGENDA: 7B (06-12-2018)**

SUBJECT: Approve a Resolution to Combine Wards and Establish Polling Places for the August 14, 2018 Primary Election and Establish Polling Places for the November 6, 2018 General Election

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: 06-05-2018

CLEARANCES: NA

EXHIBITS: Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Primary Election will be held on August 14, 2018, and the General Election will be held on November 6, 2018.

The City Council is required to pass a Resolution for combining wards and establishing polling places.

RESOLUTION

No. _____

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RESOLUTION TO COMBINE WARDS AND ESTABLISH POLLING PLACES FOR THE AUGUST 14, 2018 PRIMARY ELECTION AND ESTABLISH POLLING PLACES FOR THE NOVEMBER 6, 2018 GENERAL ELECTION

WHEREAS, the City of Ashland will hold a Primary Election on August 14, 2018 and a General Election on November 6, 2018; and

WHEREAS, the Council must establish official polling places for elections; and

WHEREAS, combining wards whenever possible will reduce election costs;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that Wards shall be combined and Polling Places shall be designated as follows for the August 14, 2018 Primary Election:

Combined Wards

- 1, 4
- 2, 5, 9
- 3, 6, 10
- 7, 8, 11

Polling Places

- Bretting Center, 400 4th Avenue West

Polling places shall be designated as follows for the November 6, 2018 General Election:

Separate Wards

- 1, 3, 4, 5
- 2, 6
- 7, 8, 9, 10, 11

Polling Places

- WITC, 2100 Beaser Avenue
- Senior Community Center, 400 Chapple Avenue
- Bretting Center, 400 4th Avenue West

Councilperson

PASSED: June 12, 2018

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney



AGENDA BILL

Ref: 108

COMMITTEE AGENDA:
COUNCIL AGENDA: 7C (6-12-2018)

SUBJECT: Approval of Class B Combination Alcohol Beverage License Application (Including Officers and Agent Kelly Westlund) for Bay City Cultural Center for Bohemian Hall at 319 11th Avenue East **and Determination of Their Status to be Considered a Club**

RECOMMENDATION:

- 1) **Decision to Approve as a Club**
- 2) Contingent Upon:
 - Agent taking Responsible Beverage Server's course
 - Proof of Seller's Permit
 - Approval by Planning Dept.

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: April 24, 2018

CLEARANCES: Police Chief, Fire Chief, Planning Dept., Treasurer

EXHIBITS:

- Original Alcohol Beverage Retail License Application
- Definition of Club by League of Wisconsin Municipalities
- Bylaws for the Bay City Cultural Center
- Department of the Treasury Letter dated August 25, 2017
- Internal Revenue Service form dated September 7, 2017
- Wisconsin Dept. of Financial Institutions Form
- Section 922.40(g) Failure to Do Business
- List of Class B Combination Licenses

EXPENDITURES REQUIRED: N.A.

AMOUNT BUDGETED: N.A.

APPROPRIATION REQUIRED: N.A.

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 City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances

SUMMARY STATEMENT: The City issues Alcohol Beverage licenses. The premises are inspected by the Planning Department, Fire Department and Police Department. Per Chapter 923 of Ashland City Ordinances, all licensees are required to be current on property taxes and other billings from the City (fines, utility bills, fees, etc.)

Bay City Cultural Center is applying for a Class B Combination Alcohol Beverage license for the Bohemian Hall at 319 11th Avenue East. The Council must determine that they are a Club. The organization has been in

existence since August of 2017, Kelly Westlund and Nancy Sztynдор are Officers, and they have developed Bylaws which also contains information about their meetings. If the Council does not approve them as a Club, they would need to pay a \$10,000 Reserve license fee for a Class B Combination license because the quota for licenses has already been reached.

The Council must determine if they approve this license and do they approve Bay City Cultural Center as a Club. If approved, the license is contingent upon 1) Agent taking Responsible Beverage Server's course, 2) proof of Seller's Permit, 3) approval by Planning Department.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 18 ;
ending JUNE 30 20 19

TO THE GOVERNING BODY of the: Town of }
 Village of } ASHLAND
 City of }

County of ASHLAND Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No.:		FEIN Number:	
LICENSE REQUESTED			
TYPE		FEE	
<input type="checkbox"/>	Class A beer	\$	
<input checked="" type="checkbox"/>	Class B beer	\$	100
<input type="checkbox"/>	Class C wine	\$	
<input type="checkbox"/>	Class A liquor	\$	
<input type="checkbox"/>	Class A liquor (cider only)	\$	N/A
<input checked="" type="checkbox"/>	Class B liquor	\$	500
<input type="checkbox"/>	Reserve Class B liquor	\$	
<input type="checkbox"/>	Class B (wine only) winery	\$	
Publication fee		\$	40
TOTAL FEE		\$	640

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1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): BAY CITY CULTURAL CENTER
business address 1521 6th St East

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President Kelly Westlund</u>	<u>561 11th Ave E</u>	<u>Ashland 54806</u>
Vice President/Member	<u>Vice President Nancy Strydom</u>	<u>1521 6th St E</u>	<u>Ashland 54806</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Kelly Westlund</u>	<u>561 11th Ave East</u>	<u>Ashland, WI 54806</u>
Directors/Managers			

3. Trade Name BOHEMIAN HALL Business Phone Number 845 721 4729 (Nancy)
4. Address of Premises 319 11TH AVENUE EAST Post Office & Zip Code ASHLAND, WI 54806

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.) Class B Comba NRS Enterprises of Ashland LLC

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Entire building and grounds of property

(Outdoor portion of premises is on a provisional basis and is subject to review and revocation or additional control, i.e. fencing by the Common Council if problems or complaints occur)

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 24 day of April, 20 18
Carol P. Jelle
(Clerk/Notary Public)
My commission expires 11-20-2020

X Kelly Westlund
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
X Nancy Strydom
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>4-24-18</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

The League of Wisconsin Municipalities
Municipal Licensing and Regulation of Alcohol Beverages

a. Eligibility:

A temporary Class "B" (picnic) beer license and a temporary "Class B" (picnic) wine license may be issued only to "bona fide" clubs and chambers of commerce, fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months, and to veterans' organizations. Secs. 125.26(6) and 125.51(10). Although "club" is defined in sec. 125.02(4) as an "organization, whether incorporated or not, which is the owner, lessee or occupant of a building or portion thereof used exclusively for club purposes, which is operated solely for a recreational, fraternal, social, patriotic, political benevolent or athletic purpose but not for pecuniary gain and which only sells alcohol beverages incidental to its operation," this manual has long provided that that definition appears to be applicable to other ch. 125 provisions governing clubs, but inapplicable to picnic licenses. This manual and alcohol regulation training suggests that a dictionary definition of "club" is more appropriately used for picnic licenses. The authority for this proposition is unclear, but for many years, alcohol regulation training and this manual have stated that municipalities issue picnic licenses to "bona fide clubs" as those terms are defined by dictionary. The dictionary defines "bona fide" as authentic, genuine, done or made in good faith, without deception or fraud. "Club" is defined as a group of people organized for a common purpose, especially a group that meets regularly. If a municipal official has a question about whether an applicant qualifies as bona fide and has been in existence for at least six months, the official should request the following written documentation:

- Confirmation that the organization has been in existence for at least six months prior to the date of application (2015 Wis Act 62 added chambers of commerce to the list of organizations eligible for temporary (picnic) licenses and the statutory amendment appears to eliminate the requirement for bona fide clubs and chambers of commerce that the organization has been in existence at least six months before applying).
- A list of the officers.
- A copy of the bylaws or purpose for organization.
- Information about the holding of regular meetings.

An individual, partnership, or business corporation is not eligible for a picnic license. Secs. 125.26(6) and 125.51(10). For example, the operator of a tavern, unless applying as a member or an officer of a bona fide club, lodge or society, etc. would not be eligible for a picnic beer license. However, a municipal governing body may issue a temporary Class "B" (picnic) beer license for premises that are covered by a "Class B" permit issued under sec. 125.51(5)(b)2. (e.g., airport or public facility such as an arena, coliseum, or center for the performing arts) if the applicant qualifies for a picnic license.

b. Allowable sales or service:

The temporary Class "B" (picnic) beer license authorizes the sale or service of fermented malt beverages (e.g., beer and wine coolers with a fermented malt base). The temporary "Class B" (picnic) wine license authorizes the sale or service of wine. For a definition of "wine" see I.A. Key Definitions, 13. A licensee must hold both licenses to sell beer and wine at the same event.

c. Delegation of authority to grant picnic licenses:

Municipalities may delegate the authority to issue picnic beer and wine licenses to a municipal official (e.g., the clerk) or body. Secs. 125.26(1) and 125.51(1)(a).

d. Limitation on the number of picnic licenses which may be issued to the same organization:

Bylaws for the Bay City Cultural Center

Article I — Name and Purpose

Section 1 - Name

The name of the organization is Bay City Cultural Center, d.b.a. The Bohemian Hall.

Section 2 - Purpose

This corporation is a club organized for charitable purposes including, but not limited to, revitalizing and invigorating an important community space for the enrichment and celebration of cultural and social traditions in the Bay City neighborhood and the broader Ashland, Wisconsin community.

Article II — Members

Section 1 - Membership

Membership in the club will consist of facility users who pay annual dues for a calendar year. Dues for the upcoming year will be determined on an annual basis by the Board of Directors at the October meeting.

Section 2 - Meetings

Membership meetings will be held every other month on the second Thursday at the Bohemian Hall, with an annual meeting to be held on the third weekend in September, unless an alternative weekend in September is approved by the Board of Directors. Members present will constitute a quorum.

Article III — Board of Directors

Section 1 – Duties & Organization

The board is responsible for setting policy and governing the organization, and holds the power to conduct the nonprofit's business and to delegate that power as needed to an agent of the board. There shall be a minimum of three and a maximum of nine members of the Board.

Section 2 - Terms

Board members shall serve a maximum of two consecutive terms of three years, unless given exception by the majority of the board.

Section 3 – Election to the Board

A majority vote of the current directors is required for election.

Section 4 - Quorum

A majority of the total number of directors shall constitute a quorum.

Section 5 - Meetings

The Board shall meet quarterly in January, April, July, and October on the first Thursday of each of the aforementioned months.

Any member of the Board of Directors can call a special meeting. Board members will be notified by telephone, email, mail, or text at least one week before a special meeting.

Section 6 – Removal from the Board

For any reason, a board member may be removed by a 2/3 vote of the directors. Examples of such conditions may include breach of confidentiality or failure to disclose a conflict of interest.

Section 7 - Voting

Voting will occur by a show of hands. When voting for officers of the board, a written ballot will be used.

Section 8 - Compensation

Directors shall not be compensated for their service except for reimbursement of reasonable, preferably pre-approved, expenses.

Article IV — Officers of the Board

Section 1 - Officers

Officer positions will include a President, Vice President, Secretary, and Treasurer. Positions may be combined if there are as few as three members on the Board.

- a. The President shall preside over all meetings of the Board.*
- b. The Vice President shall preside over meetings in the absence of the President.*
- c. The Secretary shall keep meeting minutes and maintain organization records.*
- d. The Treasurer shall maintain financial records and give regular reports to the Board.*

Article V — Board Committees

Section 1 – Standing Committees

Committees will be established on an as-needed basis as the organization grows. The Bylaws will be amended at such time to establish any standing committees and outline their responsibilities.

In the absence of a standing committee assigned responsibility for a given objective, the Board Officers will act as an Executive Committee to complete necessary tasks.

Article VI — Amendments to the Bylaws

Section 1 - Amendments

These bylaws may be amended subject to approval of a vote of two-thirds of the sitting directors.

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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-25-2017

Employer Identification Number:
82-2604044

Form: SS-4

Number of this notice: CP 575 E

BAY CITY CULTURAL CENTER
BOHEMIAN HALL
1521 6TH ST E
ASHLAND, WI 54806

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2604044. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

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(IRS USE ONLY)

575E

08-25-2017 BAYC O 999999999 SS-4

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BAYC. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 08-25-2017

EMPLOYER IDENTIFICATION NUMBER: 82-2604044

FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023



BAY CITY CULTURAL CENTER
BOHEMIAN HALL
1521 6TH ST E
ASHLAND, WI 54806

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 07 2017**

BAY CITY CULTURAL CENTER
1521 6TH ST E
ASHLAND, WI 54806-0000

Employer Identification Number:
82-2604044
DLN:
26053640004197
Contact Person: ID# 31954
CUSTOMER SERVICE
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b) (1) (A) (vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 25, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

W

BAY CITY CULTURAL CENTER

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

* Purpose

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Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation:

Bay City Cultural Center, Inc.

Principal Office

Mailing Address:

1521 6th St E

City:

Ashland

State:

WI

Zip Code:

54806

Registered Agent

Registered Agent Individual:

Nancy Sztynodor

Name of Entity:

Street Address:

1521 6th St E

City:

Ashland

State:

WI

Zip Code:

54806

Select Statement

Select one statement:

~~The corporation will have members~~

Is this corporation authorized to make distributions under the statute?:

No

This document was drafted by:

Nancy Sztynдор

Incorporator

Name:

Nancy Sztynдор

Street Address:

1521 6th St E

City:

Ashland

State:

WI

Zip Code:

54806

Incorporator Signature

I understand that checking this box constitutes a legal signature:

Yes

Incorporator Signature:

Nancy Sztynдор

Optional Articles

The purpose(s) for which the corporation is incorporated:

For charitable purposes involving revitalizing and invigorating an important community space for the enrichment and celebration of cultural and social traditions in the Bay City neighborhood of Ashland, WI

Delayed Effective date:

08/25/2017

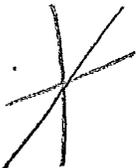
Directors

Name:

Nancy Sztynдор

Street Address:

1521 6th St E



City:

Ashland

State:

WI

Zip Code:

54806

Name:

Kelly Westlund

Street Address:

1521 6th St E

City:

Ashland

State:

WI

Zip Code:

54806

Name:

Cal Westlund

Street Address:

1521 6th St E

City:

Ashland

State:

WI

Zip Code:

54806

Optional Contact Information

Name:

Nancy Szyndor

Address:

1521 6th St E

City:

Ashland

State:

WI

Zip Code:

54806

Phone Number:

Email Address:

nsztyndor@yahoo.com

Endorsement

Received Date:

premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises where sold. Wine, however, may be sold for consumption off the premises in the original package or otherwise in any quantity.

(b) Licenses for Non-Intoxicating and Soda Water Beverages. Class "B" fermented malt beverage licensees may also sell beverages containing less than one-half of one per centum alcohol by volume without obtaining a special license to sell such beverages pursuant to Section 66.053(1) of the Wisconsin State Statutes.

(c) Restrictions Related to Other Uses. No Class A or Class B intoxicating liquor or fermented malt beverage license shall be issued for any premise which is used as a laundromat; or for any premise which is not used primarily for the sale of gasoline, groceries and/or bait, as a restaurant, or for the sale of intoxicating liquor and fermented malt beverages.

(d) Excessive Number of Licenses Not Permitted. No more alcohol-related licenses than are legally necessary to conduct the alcohol-related business shall be issued for a single, contiguous premise.

(e) Delinquent Taxes and Fees. No license shall be granted or renewed for the operation of any premises upon which real estate taxes, personal property taxes, assessments, or other financial claims or forfeitures are delinquent or unpaid.

(f) Temporary Expansion of Premises Description. The Chief of Police, or the Chief's designee, shall be given authority to grant a temporary change to the licensed premise description to accommodate special events.



(g) Failure to do Business. Within one hundred eighty (180) days from the initial issuance of a Class A or Class B intoxicating liquor or fermented malt beverage license, a licensee shall be open for business with adequate stock and equipment or the license shall be revoked by the Common Council following a revocation hearing. If any Class A or Class B intoxicating liquor or fermented malt beverage licensee shall suspend or cease doing business for a period of 180 days, the license shall be revoked by the Common Council following a revocation hearing. For the purposes of this subsection, the licensed premises must be open for business a minimum of twenty (20) hours per week or the license will be subject to the failure to do business provisions. The 180 days shall not necessarily need to be successive to impose the provisions of this subsection. This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or by the Ashland Women's Softball Association for Hodgkin's Park.

922.41. Drinking in Public Places

Except as provided in Sections 922.42 and 501.06(e), it shall be unlawful for any person or persons to sell, serve, or consume, or possess an open container containing any type of intoxicating liquor or fermented malt beverage on any public street or sidewalk or public parking area within the City.

LIST OF VARIOUS LIQUOR AND FERMENTED MALT BEVERAGE LICENSE APPLICATIONS FOR
JULY 1, 2017 – JUNE 30, 2018

Class B Combination License ("Class B" Liquor & Class "B" Fermented Malt Beverage)
Quota is 26: 1 license out of 26 reserved for Depot per Reso. 15816 passed on 4/30/02;
(1 license out of 26 reserved for Clubs (as specified in 8/16/16 Com of Whole Minutes)

No regular licenses currently available as 26 quota reached; but there are 12 Reserve licenses available - (\$10,000 fee per license)

<u>NAME</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
Ashland Baking Company, Inc.	Black Cat Coffeeshouse	211 Chapple Ave.
Bay Area Civic Center, Inc.	Bay Area Civic Center (BACC)	320 4th Ave. W.
Besuga Taverns, Inc.	Harbor Bar	1222 Lake Shore Drive E.
Chequamegon Hotel Corp LLC	Chequamegon Hotel	101 W. Lake Shore Drive
CJ White, Inc.	Niblick Bar & Grill	3000 Golf Course Road
Compass Group USA, Inc.	Chartwells	Ponzio Campus Center, 1411 Ellis
DOS DE ORO, LLC	El Dorado	2320 Lake Shore Drive West
E Triple J, Inc.	Neighborly Bar	1301 W. Main Street
FHF Services, LLC	Freehands Lakeside	2521 Lake Shore Drive West
Hanson, Bradley Alan	The 5th Quarter	301 Main St. E.
HPL, LLC	HPL	116 14 th Avenue East
Hugo's, Inc.	Hugo's	221 Sanborn Avenue
J & P King Family Enterprises, Inc.	Mugs	515 Main Street East
JCDOC LLC	The Safari	423 Main Street East
Monroe, Jr., James Smith	Office Bar	407 Main St. W.
New China Restaurant, Inc.	New China Restaurant	300 W. Lake Shore Drive
NRS Enterprises of Ashland LLC	Stagecoach Bar & Grill	315 Main Street East
Pizza Pub of Ashland, Inc.	The Pizza Pub	1402 East Lake Shore Drive
Scott & Ar's, LLC	Scott & Ar's	612-614 Main St. W.
Scribner, Todd Michael	Oredocker Saloon	1104 Lake Shore Drive East
Second Street Bistro LLC	Second Street Bistro	201 Main Street East
The Deepwater LLC	Wilmarth's Deep Water Grille	808 West Main Street
Vintage Platter, Inc.	The Platter	315 Turner Road
Zenith Asset Company, LLC	AmericInn	3009 N. Lake Shore Drive E.



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AGENDA BILL

Ref: 130

COMMITTEE AGENDA:

COUNCIL AGENDA: 7D (06-12-2018)

SUBJECT: Approve Berm Agreement and 4th Amendment of Cooperation and Access Agreement with NSPW

RECOMMENDATIONS: Approval

DEPARTMENT OF ORIGIN: Mayor

DATE SUBMITTED: 6/05/18

CLEARANCES: Richard Yde, Attorney for Stafford Rosenbaum

**EXHIBITS: A-Berm Agreement (will be provided before meeting)
B-4th Amendment of Cooperation and Access Agreement with NSPW (will be provided before meeting)**

EXPENDITURES REQUIRED: \$0.00

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT: Northern States Power of Wisconsin (NSPW) is dredging sediments at the Ashland Northern States Power Lakefront Superfund Site pursuant to a Consent Decree between the U.S., State of Wisconsin, and NSPW, approved by the U.S. District Court for the Western District of Wisconsin on March 1, 2017.

The City of Ashland and NSPW are parties to a Cooperation and Access Agreement, as amended, under which the City generally granted NSPW access to City Property (as that term is defined in the Access Agreement, as amended) at the Site for the purpose of performing work as defined in the Access Agreement. NSPW has placed stone to create a temporary rock berm at the north tip of the West Peninsula adjacent to the Marina. The Final Design allows for the berm to be left in place if the City proposes to keep it as a permanent structure provided the City obtains a permit under chapter 30 of the Wisconsin Statutes ("Chapter 30 Permit") from the Wisconsin Department of Natural Resources for that purpose.

The Harbor Commission and the City of Ashland both propose to keep the berm as a permanent structure and is pursuing a Chapter 30 Permit for that purpose. NSPW has requested the agreements as a condition of leaving the Berm in place. The Agreements have been reviewed and negotiated by Richard Yde, one of the attorneys from Stafford Rosenbaum, Madison, who represented the City in the Superfund litigation which was concluded in 2014.



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AGENDA BILL

Ref: 131

COMMITTEE AGENDA:
COUNCIL AGENDA: 7E (06-12-2018)

SUBJECT: Approve Submerged Lands Lease Agreement

RECOMMENDATIONS: Approval

DEPARTMENT OF ORIGIN: Mayor

DATE SUBMITTED: June 5, 2018

CLEARANCES: David Siegler, Former City Attorney
Richard Yde, Attorney for Stafford Rosenbaum

EXHIBITS: A-Submerged Lands Lease Agreement (will be provided before meeting)
B-Lakebed Lease Kreher Park Description (will be provided before meeting)

EXPENDITURES REQUIRED:	\$ 500.00	One-time administrative fee
	<u>200.00</u>	Annual rent
	\$ 700.00	Total

AMOUNT BUDGETED: \$0.00

APPROPRIATION REQUIRED: \$700.00

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

SUMMARY STATEMENT: Approximately one hundred years ago, some of the lakebed of Lake Superior adjacent to the lands currently owned by the City of Ashland near what is now known as Kreher Park, was filled and used for various industrial purposes. The State of Wisconsin has recently decided that without appropriate state authorization, the use of such lands would constitute a trespass upon the lakebed. The City is seeking authorization from the State of Wisconsin through the Bureau of Public Lands in order to place and/or maintain such fill and improvements on the lakebed in order to continue to provide public access to Lake Superior.

The Wisconsin Department of Natural Resources (DNR) has reviewed the Lessee's planned physical changes to the lakebed fill area and has issued Findings of Fact and Conclusions of Law pursuant to Wis. Stats. Section 30.11(5) that such physical changes are consistent with the public interest in public trust lands.

The terms and conditions of the lease were negotiated over several months by former City Attorney David Siegler and Attorney Richard Yde of Stafford Rosenbaum in Madison.

The City is unable to apply for grant funding for development of Kreher Park and the Superfund site post-remediation absent a signed lease agreement.



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AGENDA BILL

Ref: 133

COMMITTEE AGENDA:
COUNCIL AGENDA: 7F (6-12-2018)

SUBJECT: Approve Professional Services Proposal with Cedar Corporation for the 2018 Public Works Facilities Improvements Project

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works Department

DATE SUBMITTED: June 6, 2018

CLEARANCES: Public Works Department
Finance Department

EXHIBITS: Cedar Corporation Professional Services Proposal

EXPENDITURES REQUIRED: Cedar Corporation Proposal for Design, Bidding and Contract Administration Services in an amount not to exceed \$120,500.00

AMOUNT BUDGETED: TBD will be distributed at the Council Meeting

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approval to enter into an agreement with Cedar Corporation for Design, Bidding and Contract Administration services for the building design services for the 2018 Public Works Facilities Improvements.

SUMMARY STATEMENT: At the April 17, 2018 City Council meeting, the Council approved entering into a three year agreement with Cedar Corporation for engineering services.

The Interim Public Works Director, Facilities Foreman, and Utility Foreman met in May with Cedar Corporation to assess multiple City facility roofs, HVAC systems and masonry work. Eight different facilities were assessed, six of those being Wastewater Utility, one being the Water Treatment Facility and one being the Public Works facility. The roofs and the HVAC systems at the Wastewater

facilities are over 27 years old and are in need of repair and replacement. The Public Works facility roof is over 23 years old.

Cedar Corporation has provided the City with a proposal to provide building design services associated with the project as well as bidding services and contract administration services. Design services include the field investigation of the repairs/renovations and replacement for each building. Design will include analysis of the deficiencies and existing plans to develop design solutions to repair or replace the deficiency. The tuckpointing design will include an assessment of the tuckpointing and roof conditions to develop. The roof replacement will include an assessment of what roof components can be utilized in the new construction, assessment of adding additional insulation and membrane replacement. HVAC design assumes that replacement of each building and assumes no control or gas piping work. No regulatory approvals are anticipated as part of the project.

Bidding services and contract award are included in the proposal. Contract administration will include interpretation of the drawings and specifications, administration of preconstruction conference, preparation of field orders and change orders, review of submittals for conformance with the contract documents, review pay applications, weekly site visits, review of closeout documents, preparation of final punch list and coordination of owner training.

The schedule for this project is tight, and of importance, the Wastewater Utility this past winter experienced at multiple sites HVAC issues. The next step for Cedar Corporation after the agreement has been approved is to begin the design. City staff and Cedar Corporation will work together on priorities for the project.

The Public Works Department recommends entering into the agreement with Cedar Corporation for the Design services.



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

604 Wilson Avenue
Menomonie, WI 54751
715-235-9081
800-472-7372
FAX 715-235-2727
www.cedarcorp.com

June 4, 2018

Sharon Campbell
Public Works Administrative Manager
City of Ashland Public Works Department
2020 6th Street East
Ashland, WI 54806

Professional Services Proposal
BUILDING DESIGN SERVICES
Project Name: 2018 Public Works Facilities Improvements
Ashland, Wisconsin

Cedar Corporation is pleased to submit this proposal to provide professional Architectural and Engineering services for your project in Ashland, Wisconsin.

SCOPE OF PROJECT: This project consists of providing architectural, HVAC and Electrical drawings for proposed improvements to several existing buildings for the City of Ashland, Public Works Department. The project will be divided down into separate bid packages such as HVAC Renovations, Roofing Replacements, Masonry Tuckpointing and Repair, and Miscellaneous Building Repairs.

We understand all the buildings to be masonry or cast concrete construction and are on properties owned by the Department of Public Works. The repairs are required due to the age of equipment or materials and some damage to existing building envelope has occurred. The existing Masonry Tuck-pointing is failing at two buildings where there appears to have been severe water infiltration into the multiple wythe masonry wall.

The existing Roofing systems include stone ballasted membrane roofs with parapet walls and gravel stops, interior roof drains and roof scuppers with downspouts. Reroofing of these facilities will need to be complete before the tuck-pointing shall commence.

The existing HVAC systems include Roof Top Units (RTU), interior heating units, infrared radiant heating tubes and exhaust fans for repair garages, offices spaces and WWTP facilities. These units require replacement due to obsolescence.

The remainder of the work includes door replacements, exterior concrete stoop installations, structural steel replacement and painting and coatings.

The PROJECT includes the improvements to the following buildings:

Bldg. #1 – Public Works Office and Shop ~ Built/Improved 1995 (28,900 sq ft)

- Replacement of ballasted EPDM roof, roof edge, and flashings. Provide added insulation to improve drainage and thermal efficiency, provide new membrane, flashings, copings, scuppers, downspouts as appropriate. Existing roof drains are anticipated on being reused.
- Existing roof air handler / condenser units will be assessed. Work may include a commissioning of the system, however full replacement is anticipated. Work will include connection to existing return and supply ducting and gas piping. Full replacement of existing controls is not anticipated.

Bldg. #2 – WW Main Office and Shop ~ Built/Improved 1991 (9,800 sq ft)

- Replacement of ballasted EPDM roof, roof edge, and flashings. Provide added insulation to improve drainage and thermal efficiency, and provide new membrane. The flashings, copings, scuppers, downspouts will be replaced dependent on condition as appropriate. Existing roof drains are anticipated on being reused.
- Replacement of combined roof HVAC unit over office. This will include review of the existing supply and return ductwork, gas piping, and controls. Excessive condensation is noted and will be evaluated during the initial site visit.
- Replacement of roof top air handling unit over shop. Work includes connecting to the existing supply and return ducting. Full replacement of the existing controls is not anticipated.
- Replacement of the radiant heat systems in the shop with replacement units. Alternate locations may be suggested. Work is anticipated to utilize existing gas piping and controls.

Bldg. #3 – WW Pretreatment Bldg. ~ Built/Improved 1991 (3738 sq ft)

- Replacement of ballasted EPDM roof, roof edge, and flashings. Provide added insulation to improve drainage and thermal efficiency, and provide new membrane. The flashings, copings, scuppers, downspouts will be replaced dependent on condition as appropriate. Existing roof drains are anticipated on being reused.
- Replacement of rooftop air handling unit. Work includes connecting to the existing supply and return ducting. Full replacement of the existing controls is not anticipated.
- Replacement of the radiant heat systems in the shop with replacement units. Alternate locations may be suggested. Work is anticipated to utilize existing gas piping and controls.

Building #4 Waste Water Treatment UV Building ~ Built / Improved 1991 (1,400 sq ft)

- Replace the east door stoop.
- Replacement of ballasted EPDM roof, roof edge, and flashings. Provide added insulation to improve drainage and thermal efficiency, and provide new membrane. The flashings, copings, scuppers, downspouts will be replaced dependent on condition as appropriate. Existing roof drains are anticipated on being reused.
- Replacement of rooftop air handling unit. Work includes connecting to the existing supply and return ducting. Full replacement of the existing controls is not anticipated.

Building. #5 – Knight Road Lift Station ~ Built/Improved 1999 (2,400 sq ft)

- Replace door and stoop into wet well.

Bldg. #6 – 6th Avenue Lift Station ~ Built/Improved 1991 (5460 sq ft)

- Replace door into wet well with FPR door..
- Clean and prep steel beams in wet well for new coatings. Inspect connections and masonry for rust jacking.
- Investigate moisture problems at parapet. Consider coatings in wet / corrosive environment and inspect roof for vapor barrier.
- Provide tuck-pointing throughout building. Parapet will require limited full depth repairs.
- Replacement of ballasted EPDM roof, roof edge, and flashings. Provide added insulation to improve drainage and thermal efficiency, and provide new membrane. The flashings, copings, scuppers, downspouts will be replaced dependent on condition as appropriate. Existing roof drains are anticipated on being reused.
- Replacement of rooftop air handling unit. Work includes connecting to the existing supply and return ducting. Full replacement of the existing controls is not anticipated.

Bldg. #7 – WW Main Lift Station ~ Built/Improved 1991 (1,482 sq ft)

- Door into wet well and stoop between 2 sets of doors to be replace.
- Major problem with split block wall joints especially at parapet. Highly moist/corrosive environment in building may be causing some issues with this. Tuck pointing required.
- Investigate moisture problems at parapet. Consider coatings in wet / corrosive environment and inspect roof for vapor barrier.
- Remove and replace loose or missing existing masonry grout at split-faced concrete masonry units above the roof deck bearing elevation, all exterior walls, on the Main Lift Building.
- Replacement of ballasted EPDM roof, roof edge, and flashings. Provide added insulation to improve drainage and thermal efficiency, and provide new membrane. The flashings, copings, scuppers, downspouts will be replaced dependent on condition as appropriate. Existing roof drains are anticipated on being reused.
- Replacement of rooftop air handling unit. Work includes connecting to the existing supply and return ducting. Full replacement of the existing controls is not anticipated.

Bldg. #8 – Water Treatment Main Bldg. ~ Built/Improved 2001

- Review water intrusion and provide improved reglet / transition and flashing to repair water infiltration from the upper roof to the lower roof.
- Roof work may require partial replacement, added insulation for proper drainage and new copings.
- Existing air handler / condenser units will be assessed. Work may include a commissioning of the system, however full replacement is anticipated. Work will include connection to existing return and supply ducting and gas piping. Full replacement of existing controls is not anticipated.

SCOPE OF SERVICES: Building Design services associated with this project will be completed in accordance with the Wisconsin Commercial Building Code, local requirements and applicable handicap accessibility standards. State approved plans will include specifications or bidding documents. Services will include design services, bidding services and contract administration services.

Design services will include the field investigation of the repairs / renovation and replacement of each building. Design will include analysis of the deficiencies and existing plans to develop design solutions to repair or replace the deficiency. The tuck-pointing design will include an assessment of the tuck-pointing and roof conditions to develop. The roof replacement will include an assessment of what roof components can be utilized in the new construction, assessment of adding additional insulation and membrane replacement. HVAC design assumes that replacement of each building and assumes no control or gas piping work. No regulatory approvals are anticipated as part of the project.

Bidding Services and contract award will include assisting the owner in the distribution of bidding documents, interpretation of the bidding documents, preparation of addenda, analysis of the bidding documents, preparation of the bid tabulation, recommendation of award and preparation of the formal contract documents

Contract Administration will include interpretation of the drawings and specifications, administration of the preconstruction conference, preparation of field orders and change orders, review of submittals for conformance with the contract documents, review of pay applications, weekly site visits, review of closeout documents, preparation of final punch list and coordination of owner training. Services include bi-weekly site visits. Onsite Resident Project Engineer and onsite inspection are not anticipated to be required.

Services of Sub Consultants

- Mechanical (Muerman Engineering)

CLIENT SUPPLIED INFORMATION: The Client will provide the Consultant with the necessary information and access in the orderly completion of these services. The information required from the client for the design includes but not limited to, existing plans, original equipment shop drawings and CADD files and corresponding data.

COMPENSATION: Will be rendered on a Time & Materials Not to Exceed basis including labor, overhead, direct expense, and professional fees.

- Design Services \$70,950
- Bidding Services \$ 7,500
- Contract Administration \$40,250

Other reimbursable cost are unknown at this point and are estimated as follows:

- Roof inspection cores \$1,800

Included in the above fee are: mileage, photocopies, fax, and phone.

Reimbursable expenses include: printing/reproduction cost for plan sets larger than 11x17 format, additional site visits during construction, plan changes requested after 1st meeting or approval, addressing code issues request by State/Local officials, and addressing inspection findings/citations by inspectors resulting from issues due to the Contractor's work.

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: *Site visits during construction, Observation, Testing Services, Archaeological studies and investigations, soil borings/soils testing/geotechnical engineering report and design recommendations, site utilities system design (electric, natural gas, telephone), agency submittals or fees, review/approval fees construction observation, construction coordination, construction certification, building compliance review, plan and design revisions over and above \$300, and historical site studies and investigations are not included as part of this proposal*

SCHEDULE: In an effort to meet the owner's schedule, we have prepared and estimated timetable of project milestones as follows:

Estimated Project Schedule:

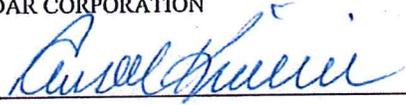
Project Design	<u>June 4, 2018</u>
Project Advertising	<u>July 16, 2018</u>
Project Bid/Award	<u>August 1, 2018</u>
Project Construction Start	<u>September 2018</u>
Project Completion	<u>November 2018</u>

AGREEMENT: If the terms as stated above are agreeable and understood, please sign this proposal prior returning one copy to our office. IN WITNESS WHEREOF the parties hereto set their hands and seals dated this _____ day of June, 2018.

For OWNER:
CITY OF ASHLAND

For ENGINEER:
CEDAR CORPORATION

By: _____

By:  _____

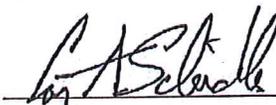
Name: _____

Name: Russell Kiviniemi, P.E.

Title: _____

Title: Principal

By: _____

By:  _____

Name: _____

Name: Cory A Scheidler, AIA

Title: _____

Title: Director of Architectural

General Conditions:

- Cedar Corporation shall not be liable for damages resulting from the actions or inactions of governmental agencies, and Cedar shall only act as an advisor in all governmental relations.
- All original papers, documents, designs and copies thereof, produced as a result of this contract except documents which are required to be filed with Public Agencies shall remain the property of Cedar Corporation and may be used by Cedar without the consent of the client.
- In the event all or any portion of the work prepared or partially prepared by Cedar is suspended, abandoned or terminated the client shall pay Cedar all fees, charges and services provided up to the date of termination.
- Should litigation be necessary to enforce any term or provision of this agreement or to collect and portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court cost and attorney's fees shall be paid by the client.
- In the event the client institutes a suit against Cedar, because of any failure or alleged failures to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, client agrees to pay for any and all defense cost for Cedar including attorney's fees.
- Services shall be performed in accordance with AIA document A101, A200, B101, 2007 Edition, except whereas modified by these General Conditions.
- Services shall be performed consistent with the professional skill and care ordinarily provided by other design professionals in the same field practicing in the same or similar locality under the same or similar circumstances. The services shall be provided as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- In recognition of the relative risks and benefits of the project to both the client and Cedar Corporation, the risks have been allocated such that the client agrees, to the fullest extent permitted by law to limit the liability of Cedar to the client and to all agents, and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims, expenses from any cause or causes, so that the total aggregate liability of Cedar to all those named shall not exceed Cedar's total fee for services rendered on this project. Such claims and causes included but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, impact, park land dedication, water and sewer connection, recording, inspection, review, etc. fees.
- The Consultant's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Consultant shall make every effort to complete the work within the timeframe set by the Client. If the Designated Services as defined above have not been completed through no fault of the Architect/Engineer or if the Client suspends the project for 30 consecutive days within three months of the date this document was signed, Cedar Corporation reserves the right to additional compensation on a time and materials basis
- The Client agrees to pay to Consultant the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt. Invoices that are not paid within 30 days of receipt will accrue interest at the rate of 1.5% per month.
- Indemnification clause: It is agreed that the Client will hold the Architect/Engineer harmless from and against liability for all losses, damages and judgments, arising from claims by third parties, and or contractors performance, including all costs involved, not limited to reasonable attorney fees and expenses recoverable under applicable law. If claims, losses, damages, or judgments are found to be caused by the joint or concurrent negligence of the Client, Consultant they shall be borne by each party in proportion to its negligence.
- LIEN RIGHTS: Cedar Corporation hereby advises Client that, in the event the payment of compensation provided herein is not timely paid, the property, which is the subject of this agreement, may be subject to a construction lien.
- PROVISIONS FOR E-FILES TO THIRD PARTIES: In an effort to cooperate with any requests for CAD drawing files from contractors, sub-contractors, fabricators and suppliers, the architect/engineer agrees to release the files under the following conditions:
 - The files are to be used for the preparation of shop drawings and submittals for this project only and are provided as a convenience only.
 - The architect/engineer's title block will be removed to eliminate confusion of who issued the drawing.
 - The architect/engineer provides no warranty as to content of the files and it is the user's responsibility to determine accuracy of dimensions, details, and work.
 - The user of the files shall remove information that is not required for their work.
 - The cost to prepare the files will be paid by the client.



AGENDA BILL

Ref: 128

COMMITTEE AGENDA: 7 (05/29/2018)
COUNCIL AGENDA: 7G (06-12-2018)

SUBJECT: Approve to Purchase Tablets for Use by Council Members

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

DATE SUBMITTED: June 5, 2018

CLEARANCES: City Clerk

EXHIBITS: Quote for Tablet Purchase by CDW-G

EXPENDITURES REQUIRED:	\$ 4,916.10	Apple iPad 6 th Generation 32 GB Tablet
	638.10	ZAGG Messenger iPad Case
	+ 1,226.85	3-year Warranty through CDW-G
	<u>\$ 6,781.05</u>	<u>Total</u>

AMOUNT BUDGETED: Fund 463 Technology Capital

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE OF COMPLIANCE WITH ORDINANCE 923:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

With a new City Council seated, the time is ripe to revisit the sustainability goal of converting to use of electronic tablets for City Council in lieu of paper agendas and exhibits. If successful, we expect to save considerable staff time, expense, and "trees" by reducing paper waste and also improving the ability to provide more timely information to Councilors.

At the May 29, 2018 Committee of the Whole meeting, Council approved to move forward with obtaining information regarding the implementation of tablets for use by Council.

A group of two Council members, the Mayor, the Clerk, and IT department met to discuss the pros, cons, options, and needs to support the use of the proposed tablets. Beyond the eleven Council members, it was agreed that one device each should be acquired for the Mayor, City Administrator, City Attorney, and City Clerk, totaling the purchase of fifteen units.

IT personnel researched various options of devices to compare ease of use, reliability, value and cost. The Apple iPad 6th Generation tablet is recommended for its universal programs and compatibility with software and systems already in place. A quote was obtained through CDW-G, a multi-brand technology solutions provider for businesses, government, and healthcare organizations. The unit price for each tablet is \$327.74 and a pad/case for each is \$42.54. In addition, it is recommended to initiate a three year warranty on each device to protect against both internal and hardware damage. The cost of \$81.79 per device is also provided through CDW-G.

During initial discussion at the Committee of the Whole meeting on May 29, 2018, Councilors inquired about the option to mark-up, highlight and make notes on the accessible documents on the tablets just as they do the paper copies of the packets. Adobe Reader will be downloaded onto each device at no charge to the City. This program is free and will allow the user to mark and highlight the document or make notes in a separate text box, with or without a stylus.

For security reasons, the IT department will need to maintain background control of the devices, and a separate software program will allow for the device to be locked up, shut down, or erased if it were lost or stolen to prevent a breach of potentially confidential information of the City's system. A program is needed that would allow the IT department to monitor not only the tablets for Councilors use, but all computers and laptops used by City staff, and provide a ticketing system for technical troubleshooting for IT personnel to better track issues, prioritize and serve staff. An initial estimate is approximately \$5,800 but is continued to be researched and is yet to be finalized.

Finally, the Clerk is continuing to search for the ideal board management software to enable staff to develop and produce the agenda packets in a professional and efficient manner to enable best practices and meeting management. On the receiving side, the product needs to be easy to locate and navigate within the document to continue a transparent line of communication. One particular product comes from Diligent Software Solutions who produces Board Docs, specifically created to support government entities. Results and cost estimates will be forthcoming.

The Clerk and IT Department recommend for Council to proceed with the purchase of tablets, cases and warranty protection for use by Council.

QUOTE CONFIRMATION



DEAR ANTHONY MICHAEL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JVJQ130	5/31/2018	JVJQ130	6282730	\$5,554.20

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple 9.7-inch iPad Wi-Fi - 6th generation - tablet - 32 GB - 9.7" Mfg. Part#: MR7F2LL/A UNSPSC: 43211509 Contract: Wisconsin Counties Association	15	5035159	\$327.74	\$4,916.10
ZAGG Messenger Folio - Air/Air2/iPad Pro 9.7/iPad 5th gen/6th gen Mfg. Part#: ID8BSF-BB0 UNSPSC: 43211706 Contract: Wisconsin Counties Association	15	4091115	\$42.54	\$638.10

PURCHASER BILLING INFO	SUBTOTAL	\$5,554.20
Billing Address: CITY OF ASHLAND ACCTS PAYABLE 601 MAIN ST W ASHLAND, WI 54806-1537 Phone: (715) 682-7071 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$5,554.20
	DELIVER TO Shipping Address: CITY OF ASHLAND ANTHONY MICHAEL 601 MAIN ST W ASHLAND, WI 54806-1537 Phone: (715) 682-7071 Shipping Method: FEDEX 2 Day	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Tom Doherty		(866) 626-8514		tomdohe@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Revised attachment for 76



QUOTE CONFIRMATION

DEAR ANTHONY MICHAEL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Thanks Tony!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JVJQ130	5/31/2018	JVJQ130	6282730	\$6,625.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple 9.7-inch iPad Wi-Fi - 6th generation - tablet - 32 GB - 9.7" Mfg. Part#: MR7F2LL/A UNSPSC: 43211509 Contract: Wisconsin Counties Association	15	5035159	\$327.74	\$4,916.10
ZAGG Messenger Folio - Air/Air2/iPad Pro 9.7/iPad 5th gen/6th gen Mfg. Part#: ID8BSF-BB0 UNSPSC: 43211706 Contract: Wisconsin Counties Association	15	4091115	\$42.54	\$638.10
3Y RPR IPAD ADH 0-749.99 Mfg. Part#: CDWIPD750STAD36D UNSPSC: 81111812 Contract: Wisconsin Counties Association	15	4618246	\$71.44	\$1,071.60

PURCHASER BILLING INFO		SUBTOTAL	\$6,625.80
Billing Address: CITY OF ASHLAND ACCTS PAYABLE 601 MAIN ST W ASHLAND, WI 54806-1537 Phone: (715) 682-7071 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$6,625.80
		DELIVER TO Shipping Address: CITY OF ASHLAND ANTHONY MICHAEL 601 MAIN ST W ASHLAND, WI 54806-1537 Phone: (715) 682-7071 Shipping Method: FEDEX 2 Day	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Tom Doherty

(866) 626-8514

tomdohe@cdwg.com

Revised Ordinance for June 12 Council Agenda Item 6D

Sequential Ordinance No. _____

Chapter No. _____

ORDINANCE TO AMEND CHAPTER 922 (1488), ASHLAND CITY ORDINANCES, ALCOHOLIC BEVERAGES REGULATION

An ordinance adopted by the Common Council of the City of Ashland at its regular meeting of June 12, 2018 for the purpose of updating and amending language, by making changes to Section 922.30(b) and Section 922.40(g) of Chapter 922, Ashland City Ordinances.

SECTION I:

Section 922.30(b), Class "B" Fermented Malt Beverage, shall be repealed; and

Section 922.30(c), "Class B" Intoxicating Liquor/Reserve "Class B" Intoxicating Liquor, shall become 922.30(b); and

Section 922.30(d), Unissued Licenses, shall become 922.30(c).

SECTION II:

The following shall be added to Section 922.30(b), "Class B" Intoxicating Liquor/Reserve "Class B" Intoxicating Liquor:

- (1) It is specifically provided that 1 of the 26 licenses described in this section shall be reserved for granting to bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

SECTION III

The last sentence in Section 922.40 (g), Failure to do Business, shall be repealed and recreated as follows:

This subsection shall not apply to the licenses held for the Bay Area Civic Center premises or for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

SECTION IV:

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

PASSED: June 12, 2018
PUBLISHED:

Councilperson

ATTEST: _____
Denise A. Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Attachment for June 12 Council Agenda Item 7D

BERM AGREEMENT

This BERM AGREEMENT (“Agreement”) is made by and between Northern States Power Company-Wisconsin, a Wisconsin corporation (“NSPW”) and the City of Ashland, Wisconsin, a Wisconsin municipal corporation (the “City”).

RECITALS

- A. Pursuant to the Consent Decree Between the United States, Wisconsin, and NSPW approved by the United States District Court for the Western District of Wisconsin in case number 17-cv-16-bbc on March 1, 2017 (the “Phase 2 Consent Decree”), NSPW is dredging sediments at the Ashland/Northern States Power Lakefront Superfund Site (“Site”) as defined in the Phase 2 Consent Decree.
- B. The City and NSPW are parties to a Cooperation and Access Agreement (“Access Agreement”), as amended; under which the City generally granted NSPW access to City Property (as that term is defined in the Access Agreement, as amended) at the Site for the purpose of performing Work (as that term is defined in the Access Agreement, as amended).
- C. To keep the City informed of activities at the Site related to the berm, NSPW has agreed to provide the City with copies of or electronic links to reports filed by NSPW with the United States Environmental Protection Agency (“EPA”), including monthly progress reports that describe the actions taken during the previous month and that describe all actions that are scheduled for the next six weeks, including but not limited to information regarding the status of the

performance of all remedial dredging activities performed at the Site and the placement of the final restorative layer at the Site.

- D. The Statement of Work attached to the Phase 2 Consent Decree as Appendix B required NSPW to submit the Final (100%) Remedial Design (“Final Design”) for approval by EPA.
- E. NSPW did submit the Final Design entitled “Final (100%) Design for Phase 2 Wet Dredge” and dated March 2017 to EPA, and EPA approved it.
- F. NSPW has placed stone to create a temporary rock berm (“Berm”) at the north tip of the West Peninsula as described in section 4.4 of the Final Design.
- G. Section 9.4 of the Final Design allows for the Berm to be left in place if the City proposes to keep it as a permanent structure, provided the City obtains a permit under chapter 30 of the Wisconsin Statutes (“Chapter 30 Permit”) from the Wisconsin Department of Natural Resources (“DNR”) for that purpose.
- H. The City does propose to keep the Berm as a permanent structure and is pursuing a Chapter 30 Permit for that purpose.
- I. NSPW has requested the following agreement as a condition of leaving the Berm in place.

AGREEMENT

THEREFORE, the City and NSPW agree as follows:

1. **DEDICATION AND TRANSFER OF OWNERSHIP.** Within 90 days of completion of all remedial dredging activities at the Site, at the same time NSPW transfers a separate breakwater at the Site to the City, NSPW shall deliver a written

instrument to the City dedicating and conveying ownership of the Berm to the City (“Transfer”). Upon the City’s receipt of such written instrument, any ownership interest that NSPW has in the Berm shall be dedicated and transferred to the City. The Transfer shall take effect irrespective of whether the City has secured a Chapter 30 Permit for the Berm by the time of Transfer.

2. PERMIT RESPONSIBILITY. The City shall be responsible for obtaining a Chapter 30 Permit for the Berm. NSPW shall have no obligations with respect to the Chapter 30 Permit or any other permits, approvals, or similar authorizations required for the Berm to remain in place upon Transfer to the City.

3. TERMINATION. If, prior to Transfer, EPA, DNR or other federal or state agency requires NSPW to remove the Berm or removal of the Berm is required for NSPW’s performance of the Work, then (a) this Agreement shall be void, (b) NSPW and the City shall have no further obligations under this Agreement, and (c) any actions taken by NSPW or the City pursuant to this Agreement shall be void. NSPW shall have no liability to the City for removal of the Berm or nullification of this Agreement under this section 3.

4. TRANSFER AS IS. The City acknowledges that the Berm was constructed as a temporary structure for purposes of the Phase 2 remedial work only and not for any other purpose, and further acknowledges that additional work may need to be completed to convert the Berm into a permanent structure. Specifically, the Transfer under section 1 of this Agreement is made on an “AS IS, WHERE IS” basis, with all faults. NSPW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WITH RESPECT TO THE BERM (INCLUDING, WITHOUT

LIMITATION, NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR COMPOSITION OF THE DESIGN OR CONSTRUCTION OF THE BERM OR AS TO THE SUITABILITY OF THE BERM FOR ANY USE OR PURPOSE). ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

5. RISK ALLOCATION.

(a) PRE-TRANSFER. NSPW shall be responsible for the operation, use, repair, and/or maintenance of the Berm prior to the Transfer. NSPW shall release and hold harmless the City, its respective successors and assigns and/or its officers, employees and agents from and against any and all claims and causes of action brought prior to the Transfer and that arise from events that occur prior to the Transfer due to NSPW's (or its contractors, agents, or employees) construction, use, and maintenance of the Berm.

(b) POST-TRANSFER. The City shall be solely responsible for the Berm after the Transfer, including without limitation the permitting, ownership, operation, use, maintenance, repair, removal and/or replacement of the Berm. After the Transfer, the Berm shall be under the sole care, custody, and control of the City. The City shall release and hold harmless and indemnify (to the extent permitted by law) NSPW (including its respective parents, subsidiaries, successors, assigns, officers, employees, agents, and contractors) from and against any and all liabilities, claims, demands, damages, actions and causes of action

brought on or after the Transfer that arise from the use or maintenance of the Berm, including but not limited to: (i) any physical injury to any person; and (ii) any known, unknown, or latent construction defects, whether material or not.

6. NO THIRD-PARTY BENEFICIARY. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement.

7. EFFECTIVE DATE: Except as otherwise provided herein, this Agreement shall be effective upon signing by the parties.

8. AUTHORITY TO SIGN. NSPW and the City each represents and warrants to the other that it has all necessary power and authority to enter into and perform the obligations contemplated hereby and the execution of this Agreement and the performance of each of its obligations contained herein has been duly authorized.

9. ASSIGNMENT; AMENDMENT. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, but nothing herein shall prohibit NSPW or the City from subcontracting the activities to be performed under this Agreement to a contractor or subcontractor. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

10. SEVERABILITY. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

11. COUNTERPARTS; APPLICABLE LAW. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Wisconsin.

THE CITY OF ASHLAND

By: _____
Debra S. Lewis
Mayor

Date: _____

NORTHERN STATES POWER COMPANY

By: _____
Name: _____
Title: _____

Date: _____

Attachment for June 12 Council Agenda Item 7D

FOURTH AMENDMENT OF COOPERATION AND ACCESS AGREEMENT

RECITALS

- A. The City of Ashland, Wisconsin (“City”) and Northern States Power Company (“NSPW”) are parties to a Cooperation and Access Agreement (“Access Agreement”) effective as of October 30, 2012.
- B. The Access Agreement was amended by the First Amendment of Cooperation and Access Agreement dated March 25, 2014; by the Second Amendment of Cooperation and Access Agreement executed by NSPW on May 21, 2015; and by the Cooperation and Settlement Agreement executed by the City on April 27, 2016.
- C. The City and NSPW are also parties to other agreements related to the Ashland/Northern States Power Lakefront Superfund Site (“Site” as defined in the Access Agreement), including (1) a Breakwater Agreement between the City and NSPW effective as of May 19, 2015, and (2) a Remediation Easement which was recorded in December 2014.
- C. The City has since acquired ownership of property (“Railroad Property”) within the Site, which was previously owned by Wisconsin Central Ltd.
- D. Pursuant to section 9.4 of the Final (100%) Design for Phase 2, Wet Dredge, the City proposes to keep the rock berm (“Rock Berm”) on the north tip of the West Peninsula as a permanent structure and has applied to the Wisconsin Department of Natural Resources for a chapter 30 permit for that purpose.
- E. NSPW has requested a fourth amendment of the Access Agreement to cover the Railroad Property and the Rock Berm.
- F. The City and NSPW have entered into a Berm Agreement of even date herewith providing for the transfer of any NSPW ownership interest in the Rock Berm to the City.

THEREFORE, NSPW and the City agree as follows:

1. The term City Property as used in the Access Agreement is amended to include the Railroad Property.

2. The term City Property as used in the Access Agreement is amended to include the Rock Berm as of the date NSPW's ownership interest therein is transferred to the City.
3. A revised Exhibit B is attached to depict the areas added to the City Property by this amendment of the Access Agreement. Exhibit B also shows areas, depicted in green, that are public right-of-way areas, and areas, depicted in yellow, over the peninsula and breakwater areas at the Site that the City agrees NSPW may access for performance of the Work, without determining whether such areas fall within the definition of City Property.
4. The following provision is added to section 14 of the Access Agreement as subsection (d): "The City shall assume all risk and bear all responsibility for any damages arising out of, or resulting from, any City activities performed at the Site that damage or interfere with the performance or integrity of the remedy or the Work. This section is not intended to affect either Party's liability, or lack thereof, with respect to any pre-existing Site contamination."

THE CITY OF ASHLAND

By: _____
Debra S. Lewis
Mayor

Date: _____

NORTHERN STATES POWER COMPANY

By: _____

Date: _____

FOURTH AMENDMENT OF COOPERATION AND ACCESS AGREEMENT

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THE CITY OF ASHLAND

By: _____
Debra S. Lewis
Mayor

Date: _____

NORTHERN STATES POWER COMPANY

By: _____

Date: _____

June 12 Council Agenda 7E Attachment

SUBMERGED LANDS LEASE

This **SUBMERGED LANDS LEASE AGREEMENT** (“Lease Agreement”) is entered into pursuant to Section 24.39(4) of Wisconsin Statutes by and between the **STATE OF WISCONSIN**, acting by and through the **BOARD OF COMMISSIONERS OF PUBLIC LANDS** (the “Lessor”) and the **CITY OF ASHLAND**, a Wisconsin municipality with its principal offices located at 601 Main Street West, Ashland, Wisconsin 54806 (the “Lessee”) as of this _____ day of _____, 2018.

RECITALS

- A. This Lease applies to certain submerged lands lying to the east of the east right-of-way line of Ellis Avenue and to the west of the leasehold area, known as the Ore Dock, granted in a Submerged Lands Lease between the parties dated May 31, 2014. The area encompassed by the Lease includes Kreher Park, operated by the City of Ashland as an RV park, beach, playground, and boat launch facility, and the adjacent Ashland/Northern States Power Lakefront Superfund site, currently in the process of remediation, and which has been occupied in recent decades by the City of Ashland for park, boat storage, water treatment, utility and other purposes. This area is more specifically described in Exhibit A.
- B. The Lessee is the riparian owner of the area described in Exhibit A.
- C. The Lessee desires to place fill and improvements on and use the area described in Exhibit A for purposes of improving navigation, improving or constructing harbor

facilities, or the provision of recreational facilities related to navigation for public use. Specifically, the Lessee wishes to provide boat docking, launching, and storage facilities; fishing facilities; and associated limited term camping, RV camping, beach, park, and related recreational facilities on such filled lands.

- D. Approximately one hundred years ago, some of the lakebed of Lake Superior adjacent to the lands currently owned by the Lessee was filled and used for various industrial and municipal purposes. Without appropriate state authorization, the use of such lands would constitute a trespass upon the lakebed. Lessee is seeking authorization from the State of Wisconsin to place and/or maintain such fill and improvements on the lakebed, in order to continue to provide public access to Lake Superior.
- E. The Wisconsin Department of Natural Resources (“DNR”) has reviewed the Lessee’s planned physical changes to the lakebed fill area and has issued Findings of Fact and Conclusions of Law pursuant to Wis. Stats. Section 30.11(5) that such physical changes are consistent with the public interest in public trust lands. Such Findings were issued on _____, 2018, (the “DNR Findings”) and a copy of the DNR Findings are attached hereto as Exhibit B and incorporated herein by reference.
- F. The Lessee proposes to lease from the Lessor the area referenced in Recital Paragraph A above and better described on attached Exhibit A which is incorporated herein by reference. This area is approximately 14.61 acres, and shall be referred to as the “Premises” in this Lease Agreement.
- G. The Lessor is willing to lease the Premises to the Lessee pursuant to Section 24.39 Wis. Stats on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Leased Premises.** Subject to the conditions hereof and of the DNR Findings, Lessor hereby leases the Premises to the Lessee and Lessee shall have the right and privilege to place fill and improvements and occupy that part of the bed of Lake Superior solely for the purposes described below.

2. **Purpose of Lease / Improvements.** The purpose of this Lease Agreement is for the improvement of navigation or the improvement or construction of harbor facilities as defined by section 30.01(3), Wis. Stats. and for the provision of recreational facilities related to navigation for public use. Specifically, the Lessee intends to use the Premises for boat docking, launching, and storage facilities; fishing facilities; and associated short-term camping, RV camping, beach, park, and related recreational facilities on such filled lands.

3. **Improvements.** Lessee may not construct or maintain any improvements on the Premises that are not directly related to the stated express purposes of this Lease and may not construct or maintain any improvements on the Premises that interfere with the Superfund remedy or its remedial structures or features. In accordance with the DNR Findings, Lessee shall provide detailed information on any planned improvements to the Lessor, U.S. EPA, DNR and Northern States Power Company, Wisconsin (NSPW) at least 60 days prior to construction of such improvements. Lessor shall have the discretion to determine whether the planned improvements comport with the authorized purposes of this lease. Consistent with the DNR Findings, the parties acknowledge that U.S. EPA and DNR may also have some continuing regulatory oversight with respect to future planned improvements pursuant to the DNR Findings and applicable statutes and regulations.

4. **Term of Lease.** The term of this Lease Agreement shall begin on _____, 2018 and expire fifty (50) years later on _____, 2068. In the event that Lessee obtains a legislative lakebed grant for all or any portion of the Premises, Lessee shall have the option to terminate this Lease for such granted area upon thirty days advance written notice to Lessor.

5. **First Opportunity for New Lease.** When this Lease Agreement has reached the end of its term, the Lessee or its successors or assigns shall have the first opportunity to contract for a new submerged lands lease for the Premises.

6. **Administrative Fee, Rental and Other Payments.**

(a) Lessee shall pay to Lessor at Lessor's principal offices, a one-time administrative fee of five hundred dollars (\$500.00) at the execution of this Lease Agreement.

(b) Lessee shall pay to Lessor an annual rent of Two Hundred Dollars (\$200.00) per year, payable in advance on the 1st day of May of each year during the term of this Lease.

(c) For each calendar year of the Lease Term in which the Lessee subleases or assigns any portion of the Premises to a third party or parties or otherwise generates gross rental revenues, user fees, or similar charges in the aggregate in excess of the Revenue Breakpoint as set forth below, Lessee shall pay to the Lessor a Percentage Rent at a rate of five percent (5%) of such revenues above the Revenue Breakpoint received by or on behalf of Lessee. Such Percentage Rent shall be due and payable on or before February 1 of the calendar year following the calendar year in which the Revenues were received by or on behalf of Lessee. Revenue Breakpoints have been set in recognition of expenditures already made and expected to be made by Lessee for improvements

to the Premises. The Revenue Breakpoint for each calendar year of the Lease Term shall be as follows:

2018 – 2032	\$300,000
2033 – 2047	\$350,000
2048 – 2057	\$400,000
2058 – 2067	\$450,000

(d) The Lessee shall be responsible for and timely pay any proper assessments or utility charges against the Premises.

7. **Additional Conditions.** The Lessee shall comply with all provisions of the DNR Findings. The Lessee shall also comply with any and all laws, lawful orders, rules and regulations and Lessee shall obtain and maintain all necessary permits and approvals, including, but not limited to, those required by chapter 30, Wis. Stats., from the DNR for the fills involved. This Lease Agreement is made subject to all applicable provisions of Sections 24.39(4) and 30.11(5) Wis. Stats., and any other applicable statutory provisions, with the same force and effect as though said statutory

8 **Maintenance.** The Lessee shall, at its expense, perform all maintenance, repair and replacements necessary to keep the Premises and the improvements in a good, working, and safe condition, in compliance with all laws, ordinances and codes relating thereto.

9. **Environmental Covenants.** The Lessee covenants that the Lessee shall not conduct any activity upon the Premises or allow any activity to be conducted that would result in the release upon or from the Premises of any “Hazardous Waste” or “Hazardous Substance” as those terms are defined under federal law (RCRA and CERCLA respectively).

10. **No Liens.** The Lessee shall not allow any liens to attach to the Premises.

11. **Indemnification.** Lessee shall indemnify, defend and hold harmless the Lessor from any claim, liability, damage or loss occurring on the Premises, arising out of the condition or use of the Premises or arising out of any activity by the Lessee, its agents, or invitees or resulting from Lessee's failure to comply with any term of this Lease Agreement.

12. **Risk of Loss / Insurance.** The Lessee shall assume the risk of loss to the Premises, any improvements upon the Premises and any personal property located upon the Premises. Lessee, at its sole cost and expense, shall continuously maintain in full force and effect commercial general liability and excess/umbrella liability policies insuring against any loss, liability or damage on, about or relating to all or any portion of the Premises, with total limits of not less than \$5,000,000.00 combined single limit coverage for bodily injury, including death, or property damage liability claims on an occurrence basis arising out of or in connection with Lessee's operations in and maintenance and use of the Premises. Lessee, at its sole cost and expense, shall also continuously maintain in full force and effect workers compensation insurance for its employees with statutory limits.

13. **Default.** The following shall be events of default:

(e) The failure of the Lessee to perform this Lease Agreement in full compliance with all applicable law;

(f) The failure of the Lessee to pay any rent or other charge within twenty (20) days after it is due; or

(g) The failure of the Lessee to comply with any term or condition of this Lease Agreement or the DNR Findings within thirty (30) days after written notice by the Lessor or the

DNR specifying the nature of the default. If the default is of such a nature that it cannot be completely remedied within the 30 day period, this provision shall be deemed to have been complied with if the Lessee begins correction of the default within the 30 days period and proceeds with reasonable diligence and in good faith to remedy the default as soon as possible thereafter. Time is of the essence.

14. **Non-Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Lease Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

15. **Remedies.** Upon the occurrence of an event of default, the Lessor may exercise any one or more of the following remedies:

(h) Lessor may recover all money damages caused by Lessee's default

(i) Lessor may make any payment or perform any obligation which Lessee has failed to perform in which case Lessor shall be entitled to recover from Lessee all amounts so expended plus interest from the date of expenditure at the rate of one and one half percent per month. Any such payment or performance by Lessor shall not waive Lessee's default.

(j) Lessor may recover all costs of enforcement including reasonable attorneys' fees.

(k) The Lease may be terminated at the option of the Lessor by giving written notice to the Lessee. Thirty (30) days after the effective date of such notice, Lessor may retake possession of the Premises without delay.

16. **Choice of Law.** This Lease Agreement shall be governed by the laws of the state of Wisconsin.

17. **Integration/Merger.** This Lease Agreement and the Exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Lease Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Lease Agreement may only be amended by a written document duly executed by all parties

18. **Notices.** Any notice permitted or required under this Lease Agreement shall be in writing and shall be effective when actually delivered in person or two business days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to:

(l) City of Ashland, 601 Main Street West, Ashland, WI 54806.

(m) Board of Commissioners of Public Lands, P.O. Box 8943, Madison WI 53708

(n) Either party at any such other address that such party may designate by notice given

in accordance with this notice provision.

19. **Assignment and Sublet.** Lessee shall not assign its interest in this Lease Agreement and shall not sublet or license any portion of the Premises without the prior written approval of the Lessor, which shall not be unreasonably withheld.

20. **Severability.** If any provision of this Lease Agreement is determined to be invalid or unenforceable, the remaining provisions of this Lease Agreement shall not be affected and shall continue in full force and effect.

21. **Counterparts.** This Lease Agreement may be executed in counterparts.

22. **Certification of Authority.** Each of the individuals executing this Lease Agreement certifies that he or she has been authorized to execute this document on behalf of his or her respective party.

LESSOR:
State of Wisconsin, Board of Commissioners of Public Lands

By: _____
Jonathan Barry
Executive Secretary

LESSEE
City of Ashland

Attest:

By: _____
Debra S. Lewis
Mayor

Denise Oliphant
City Clerk

2018 Lease Area

Located in Blocks 25, 26, 27, 28, 29, 30, 31, 32 and 33 including vacated Bay Street, portions of Water Street, Ellis Avenue, Fifield Row, Third Avenue East, Prentice Avenue and adjoining unnamed platted Avenues and Alleys in Ellis Division and Lots 8 and 9 of Fifield Place all in Government Lot 1 of Section 32 and Government Lot 4 of Section 33, T. 48 N., R. 4 W., in the City of Ashland, Ashland County, Wisconsin, described as follows:

To locate the Point of Beginning, commence at the northwesterly corner of Block 31 of said Ellis Division and run N 54°39'51" W, 183.19 feet to the Point of Beginning.

Thence from said Point of Beginning by metes and bounds:

On the existing bulkhead line, N 61°15'00" E, 295.00 feet.

Thence N 48°00'00" E, 184.00 feet.

Thence N 17°00'00" E, 95.00 feet.

Thence N 25°00'00" W, 234.00 feet.

Thence N 40°00'00" E, 85.50 feet.

Thence N 60°00'00" E, 50.00 feet.

Thence S 84°10'00" E, 96.00 feet.

Thence N 52°40'00" E, 213.00 feet.

Thence N 22°00'00" E, 158.50 feet.

Thence N 30°43'00" W, 209.00 feet.

Thence N 45°42'43" W, 31.31 feet.

Thence N 42°05'12" W, 16.47 feet.

Thence N 48°08'43" E, 49.64 feet.

Thence N 06°10'20" E, 5.46 feet.

Thence N 37°12'05" W, 55.13 feet.

Thence N 53°18'47" E, 18.32 feet.

Thence S 37°14'52" E, 74.29 feet.

Thence S 29°45'00" E, 346.00 feet to the terminus of the bulkhead line.

Thence leaving said bulkhead line, S 30°30'55" W, 370.74 feet to the easterly right of way line of Prentice Avenue.

Thence on said easterly right of way line, S 32°21'36" E, 110.89 feet to the approximate original ordinary high water line (OHWL) of Lake Superior.

Thence leaving said easterly right of way line and on said approximate OHWL, southwesterly, 145.66 feet on the arc of a curve to the left, having a radius of 1022.17 feet, a central angle of 08°09'52" and a chord that bears S 39°17'55" W and measures 145.53 feet.

Thence S 36°19'56" W, 148.38 feet.

Thence, southwesterly, 385.69 feet on the arc of a curve to the right, having a radius of 1577.00 feet, a central angle of 14°00'47" and a chord that bears S 43°20'19" W and measures 384.73 feet.

Thence S 50°20'43" W, 108.76 feet.

Thence, southwesterly, 275.43 feet on the arc of a curve to the left, having a radius of 3507.00 feet, a central angle of 04°30'00" and a chord that bears S 48°05'43" W, 275.36 feet.

Thence S 45°50'43" W, 172.46 feet to a point of the westerly right of way line of Ellis Avenue.

Thence leaving said approximate OHWL, N 28°41'35" W, 485.67 feet to the Point of Beginning.

Said parcel contains 636,283 square feet which is 14.61 acres.

**DEPARTMENT OF NATURAL RESOURCES FINDINGS
PURSUANT TO 30.11 WISCONSIN STATUTES
RELATING TO AN APPLICATION FOR LEASE FOR
CITY OF ASHLAND MUNICIPAL PARK IMPROVEMENTS**

The Department of Natural Resources (“Department”) has been notified of the proposed Submerged Land Lease (“Lease”) submitted to the State of Wisconsin Board of Commissioners of Public Lands (“Lessor”) by the City of Ashland (“Lessee”) as required under Section 24.39 and 30.11, Wis. Statutes, and hereby makes these findings:

- A. The proposed project (“Project”) involves physical alterations and continued use of existing filled lakebed extending between approximately 300 to 800 feet from shore based on the 1854 Original Government Land Survey and along approximately 2500 feet of shoreline on Chequamegon Bay in Lake Superior, in the City of Ashland, Ashland County, Wisconsin. The placement of a sheet pile wall and maintenance of the area will be to facilitate a cleanup and to encourage development of recreational facilities to access Chequamegon Bay, all of which are in the public interest.
- B. On February 7, 2018, the Department issued a written letter notifying the Ashland County Clerk, City of Ashland Clerk, and the United States Army Corps of Engineers of the Application by the City of Ashland of the pending review of a proposed submerged land lease (of filled lakebed) on Chequamegon Bay, Lake Superior. The February 7, 2018 letter satisfies the notice requirement under Wis. Stat. 30.11(5). There were no comments received in response to the notice.
- C. Without authorization from the State of Wisconsin, fill was placed into waters of Chequamegon Bay of Lake Superior in the State of Wisconsin. The fill, placed historically, was completed by 1960. The filled lakebed was used by a number of lumber mill operations through the 1930s. Wisconsin Central railroad operated loading and shipping on the filled land. The filled lakebed was the location of a wastewater treatment plant from the 1950s – 1990s for the City of Ashland. Adjacent to the lakebed fill (south) a manufactured gas plant (MGP) operated from the 1880s through 1947. Wastes in the form of oils, tars and wastewater and other wastes were discharged to the filled lakebed as well as to sediments of Chequamegon Bay. Subsequently, the site was designated as the Ashland/NSP Lakefront Superfund Site requiring significant remediation of groundwater, soils and sediments. The long-term remediation requires on-going access to and maintenance of certain remediation structures and features that have, or will be, placed upon and within the filled land.
- D. The Department reviewed the intent to place sheet pile and maintain the shoreline associated the cleanup of contamination at the Superfund Site and for the development of recreational facilities on the city of Ashland’s waterfront. Public recreational amenities shall include access to Chequamegon Bay (e.g.,

boat launch), associated recreational structures (e.g., pavilions, boat storage, restrooms, safe room), campsites, public roadways, and city marina boat storage.

E. The Lease will be consistent with the public interest in the navigable waters of the Chequamegon Bay of Lake Superior provided that it includes and requires the Lessee to comply with all of the following conditions:

1. The development and use of the filled lakebed area shall not interfere with the remediation of the property and the remediation of the actual lake bed adjacent to the property (or the long-term operation and maintenance of the remedy and its associated structures and features) by Northern States Power Company, a Wisconsin corporation doing business as Xcel Energy (NSPW), and shall be consistent with, (i) U.S. Environmental Protection Agency (EPA) Consent Decrees signed in 2012 and 2016, (ii) EPA's Record of Decision, and (iii) future operation, maintenance and monitoring plans and institutional controls/continuing obligations required by EPA and the Department. The Lessee shall agree to any other conditions that the U.S. EPA and the Department determine are reasonable and necessary to ensure that U.S. EPA, the Department or NSPW can adequately respond to the discharge or the operation, monitoring and maintenance of the remedy and its associated remedial structures and features. The Lessee shall ensure that its activities will not interfere with or otherwise undermine the integrity of the remedy or exacerbate site conditions. The Lessee will grant access to and cooperate with NSPW to implement and maintain any remedial action or remediation infrastructure on the leased area consistent with s. 292.13, Wis. Stats. The Lessee agrees to avoid any interference with action undertaken to respond to the discharge and to avoid actions that worsen the discharge (s. 292.13(1m)f Wis. Stats.). Future use cannot interfere with these remedial actions, remedial features or infrastructure. Remedial actions must be approved by state and federal agencies. Remedial actions at the site may require that within the filled lakebed area the following infrastructure may be constructed and maintained to support the remediation and protect human health and the environment.

- a. Sheet Pile Wall (Shoreline)
- b. Slurry Wall
- c. Groundwater/NAPL Extraction System
- d. Groundwater Remediation Injection System
- e. Groundwater monitoring system
- f. Cap System
- g. Cap Vent System
- h. Electrical Services
- i. Contaminated Water Conveyance Systems and Piping
- j. Water Conveyance Systems and Piping
- k. Water Discharge Piping and Outfall

- l. Temporary Soil/Sediment Treatment/Storage Facility
 - m. Temporary Paved Working Areas and Roads
 - n. Natural Gas Services
 - o. Lighting
 - p. Sewer and Water Utilities
 - q. Other infrastructure deemed necessary or appropriate by the U.S. EPA, the Department to the success of the remediation
- r. The construction of buildings on the area covered by this lease requires an exemption and approval for development at a Historic Fill Site from the Department. No building or structure or improvement may be constructed or placed on the filled land or on the area covered by the Lease without the prior written approval of the Department and EPA, after an opportunity for review and comment by NSPW.
- s. If the Lessee, or anyone acting on Lessee's behalf, excavates soil in the leased area in the future, it must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present, the Lessee shall determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal are in compliance with applicable standards and rules. Contaminated soil may be managed in accordance with ch. NR 718, Wis. Adm. Code, with prior Department approval and must be managed according to the Soil Management Plan (SMP) and Institutional Control Implementation and Assurance Plan (ICIAP) for the Superfund Site.
2. All uses and activities in the submerged land lease area (filled lakebed) shall remain consistent with the improvement or provision of recreational facilities related to public navigational uses as described in s. 24.39, Wis. Stats.
 3. Stationary docking of ships shall be for a reasonable duration not to exceed one year unless prior written approval has been provided by the Department.
 4. Upon reasonable notice, the Lessee shall allow access to the Project site during reasonable hours any Department employee who is investigating the Project's construction, operation, maintenance or compliance.
 5. The Lease is valid for a period of no more than 50 years.
- F. The filled lakebed to be leased are located in Blocks 25, 26, 27, 28, 29, 30, 31, 32 and 33 including vacated Bay Street, portions of Water Street, Ellis Avenue, Fifield Row, Third Avenue East, Prentice Avenue, and adjoining unnamed platted avenues and alleys in Ellis Division and Lots 8 and 9 of Fifield Place all in Government Lot 1 of Section 32 and Government Lot 4 of Section 33, Township 48 North, Range 04 West, in the City of Ashland, Ashland County, Wisconsin, described as follows:

To locate the Point of Beginning, commence at the northwesterly corner of Block 31 of said Ellis Division and run $54^{\circ}39'51''$ W, 183.19 feet to the Point of Beginning; thence from said point of beginning by metes and bounds:

On the existing bulkhead line; N $61^{\circ}15'00''$ E, for 295.0 feet;
thence N $48^{\circ}00'00''$ E for 184.0 feet;
thence N $17^{\circ}00'00''$ E, for 95.0 feet;
thence N $25^{\circ}00'00''$ W, for 234.0 feet;
thence N $40^{\circ}00'00''$ E, for 85.5 feet;
thence N $60^{\circ}00'00''$ E, for 50.0 feet;
thence S $84^{\circ}10'00''$ E, for 96.0 feet;
thence N $52^{\circ}40'00''$ E, for 213.0 feet;
thence N $22^{\circ}00'00''$ E, for 158.50 feet;
thence N $30^{\circ}43'00''$ W, for 209.0 feet;
thence N $45^{\circ}42'43''$ W, for 31.31 feet;
thence N $42^{\circ}05'12''$ W, for 16.47 feet;
thence N $48^{\circ}08'43''$ E, for 49.64 feet;
thence N $06^{\circ}10'20''$ E, for 5.46 feet;
thence N $37^{\circ}12'05''$ W, for 55.13 feet;
thence N $53^{\circ}18'47''$ E, for 18.32 feet;
thence S $37^{\circ}14'52''$ E, for 74.29 feet;
thence S $29^{\circ}45'00''$ E, for 346.0 feet to the terminus of the bulkhead line;
thence leaving the bulkhead line, thence S $30^{\circ}30'55''$ W, for 370.74 feet to the Easterly right-of-way line of Prentice Avenue,
thence on said Easterly right-of-way line, S $32^{\circ}21'36''$ E, for 110.89 feet to the approximate ordinary right-of-way line of Lake Superior,
thence leaving said Easterly right-of-way line and on said ordinary high water mark, Southwesterly, 145.66 feet on an arc of a curve to the left, having a radius of 1022.17 feet, a central angle of $08^{\circ}09'52''$ and a chord that bears S $39^{\circ}17'55''$ W and measures 145.53 feet.
thence S $36^{\circ}19'46''$ W, 148.38 feet,
thence, Southwesterly, 385.69 feet on an arc of a curve to the right, having a radius of 1577.00 feet, a central angle of $14^{\circ}00'47''$ and a chord that bears S $43^{\circ}20'19''$ W and measures 384.73 feet,
thence S $50^{\circ}20'43''$ W, 108.76 feet
thence Southwesterly, 275.43 feet on the arc of a curve to the left, having a radius of 3507.00 feet, a central angle $04^{\circ}30'00''$ and a chord that bears S $48^{\circ}05'43''$ W, 275.36 feet.
Thence S $45^{\circ}50'43''$ W, 172.46 feet to a point of the Westerly right-of-way line of Ellis Avenue
Thence leaving said approximate ordinary high water mark line, N $28^{\circ}41'35''$ W, 485.67 feet to the Point of Beginning.

- G. The Parcel contains 636,283 square feet, more or less, which is approximately 14.6 acres, more or less.

- H. The Department has determined that the ordinary high water mark of Chequamegon Bay at the project location is the meander line as platted by the 1854 Original Government Land Survey and shown on the property survey identified in Finding F.

- I. The Department hereby determines on the basis of the findings listed above, that the existing fill and proposed physical alterations in the navigable water of the Chequamegon Bay of Lake Superior, as a result of the execution of a submerged lands lease, are consistent with the public interest upon compliance with the conditions specified in Findings E.

Dated this _____ day of _____, 2018.

Wisconsin Department of Natural Resources by
Waterways and Wetlands Section Chief
Bureau of Watershed Management
Division of External Services

Attachment for June 12 Council Agenda Item 7F

Revised General Conditions of Proposal

General Conditions:

- Cedar Corporation shall not be liable for damages resulting from the actions or inactions of governmental agencies, and Cedar shall only act as an advisor in all governmental relations.
- All original papers, documents, designs and copies thereof, produced as a result of this contract except documents which are required to be filed with Public Agencies shall remain the property of Cedar Corporation and may be used by Cedar without the consent of the client.
- In the event all or any portion of the work prepared or partially prepared by Cedar is suspended, abandoned or terminated the client shall pay Cedar all fees, charges and services provided up to the date of termination.
- Services shall be performed in accordance with AIA document A101, A200, B101, 2007 Edition, except where modified by these General Conditions.
- Services shall be performed consistent with the professional skill and care ordinarily provided by other design professionals in the same field practicing in the same or similar locality under the same or similar circumstances. The services shall be provided as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, impact, park land dedication, water and sewer connection, recording, inspection, review, etc. fees.
- The Consultant's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Consultant shall make every effort to complete the work within the timeframe set by the Client. If the Designated Services as defined above have not been completed through no fault of the Architect/Engineer or if the Client suspends the project for 30 consecutive days within three months of the date this document was signed, Cedar Corporation reserves the right to additional compensation on a time and materials basis.
- The Client agrees to pay to Consultant the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.
- LIEN RIGHTS: Cedar Corporation hereby advises Client that, in the event the payment of compensation provided herein is not timely paid, the property, which is the subject of this agreement, may be subject to a construction lien.
- PROVISIONS FOR E-FILES TO THIRD PARTIES: In an effort to cooperate with any requests for CAD drawing files from contractors, sub-contractors, fabricators and suppliers, the architect/engineer agrees to release the files under the following conditions:
 - The files are to be used for the preparation of shop drawings and submittals for this project only and are provided as a convenience only.
 - The architect/engineer's title block will be removed to eliminate confusion of who issued the drawing.
 - The architect/engineer provides no warranty as to content of the files and it is the user's responsibility to determine accuracy of dimensions, details, and work.
 - The user of the files shall remove information that is not required for their work.
 - The cost to prepare the files will be paid by the client.

AMOUNT BUDGETED INFORMATION FOR AGENDA BILL 7F - 6-12-2018

Cedar Corporation Professional Services Proposal
Funding for Design Services

LOCATION		Sq. ft		Design Cost Proposal	Fund
				\$ 120,500.00	
Bldg. #1	PW Office and Shop	29,800	51.9%	\$ 62,559.23	450
Bldg. #2	WW Main Office and Shop	9,800	17.1%	\$ 20,573.17	690
Bldg. #3	WW Pretreatment Bldg	3,738	6.5%	\$ 7,847.20	690
Bldg #4	WW UV Building	1,400	2.4%	\$ 2,939.02	690
Bldg. #5	Knight Rd Lift Station	2,400	4.2%	\$ 5,038.33	690
Bldg. #6	6th Avenue Lift Station	5,460	9.5%	\$ 11,462.20	690
Bldg. #7	WW Main Lift Station	1,482	2.6%	\$ 3,111.17	690
Bldg. #8	Water Treatment Plant	3,320	5.8%	\$ 6,969.69	680
		57,400	100.0%	\$ 120,500.00	

Design Expense Summary

450 Building Capital Projects
690 Waste Water Treatment
680 Water Treatment

\$ 62,559.23
\$ 50,971.08
\$ 6,969.69
\$ 120,500.00

Funding Source

Apply 2017B general obligation notes
Current year cash flow
Current year cash flow