

**\*AMENDED AGENDA**

**ASHLAND CITY COUNCIL MEETING  
Tuesday, June 26, 2018 - 6:15 P.M.  
Ashland City Hall Council Chambers**

**Please silence 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 June 12, 2018 Council and Committee of the Whole Meetings  
**(Voice)**
4. **CITIZEN PARTICIPATION PERIOD (Clerk reads rules prior to public comments)**
5. **MAYOR'S REPORT**
6. **CONSENT AGENDA** (*Includes items that were unanimously approved by Committee of the Whole*)  
**(Voice)**
  - A. Operator's Licenses
  - B. Miscellaneous Minutes
7. **Old Business**
  - A. Approve Berm Agreement and 4<sup>th</sup> Amendment of Cooperation and Access Agreement with Northern States Power of Wisconsin (NSPW) (*Mayor*) **Roll**
8. **New Business**
  - A. Due Process Hearing, Discussion and Action to Determine Residency Status and Eligibility for Office of Ward 2 Councilor (*City Attorney*) **Roll**
  - B. Approve the Original and Renewal Class B Combination Alcohol Beverage Retail License Applications for Solstice Outdoors, LLC (Officer/Agent David Winston Gellatly) for Sandbar at 2521 Lake Shore Drive West (*Clerk*) **Voice**
  - C. Approve to Accept a \$150,000 Grant from the Otto Bremer Foundation for Use in the Phase I: Diamond Access Construction Project for the Ashland Ore Dock (*Parks and Recreation*) **Voice**
  - D. Approve to Enter into an Agreement with Fahrner Asphalt Sealers, LLC for the 2018 Line Marking Project (*Public Works*) **Voice**
  - E. Approve a Resolution Accepting the Workmanship of Jake's Excavating & Landscaping, LLC, and Approve the Final Payment for the 2017 Fifield Row Sanitary Sewer Project and the Sanborn Avenue Water Main Replacement Project (*Public Works*) **Voice**

- F. Approve a Resolution to Issue a Conditional Use Permit to Construct a New Government or Community Service Facility/Police Station in the Mixed Residential/Commercial (MRC) District, Parcels #201-00361-0000, 201-00361-2000, Applicant: City of Ashland (*Planning and Development*) **Voice**
- G. Approve a Resolution for Ratification of the City of Ashland Disaster Declaration, Ashland County, Wisconsin for the Flooding Event on June 15, 16, & 17, 2018 (*Mayor*) **Voice**
- H. Approve Ordinance to Amend Chapter 544 (1026), Ashland City Ordinances, Vehicular Stopping and Parking (*Clerk*) **Voice**
- I. Approve an Ordinance to Create a Sustainability Committee (*Planning and Development*) **Voice**
- J. Approve to Accept Wisconsin Department of Natural Resources Stewardship Grant for \$300,000 to be used in for Ashland Ore Dock Redevelopment (*Parks and Recreation*) **Roll**

**9. CLOSED SESSION**

- A. Closed Session per Wisconsin Statute 19.85 (1)(g): “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.” (*Ashland Highway 2 Sewer Litigation*)(*Mayor*) **Roll**
- B. *\*Closed Session pursuant to Wisconsin 19.85 (1)(c), Wisconsin Statutes “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (City Administrator) (Roll Call)*
- C. **Return to Open Session**
- D. **Action and/or Reporting on Closed Session Discussion and Action**

**10. ADJOURNMENT**

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

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

## City Option

## 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 remedial dredging at the Site, NSPW shall deliver a written instrument to the City dedicating and conveying ownership of the Berm to the City (“Transfer”). For

purposes of this Agreement and the Breakwater Agreement, "completion of remedial dredging" will be determined by NSPW in its sole discretion, but no earlier than NSPW's receipt of analytical data collected from confirmation sampling that will be performed following placement of the restorative layer and placement of the habitat enhancement material, as described in Section 9 of the Final (100%) Design for Phase 2 Wet Dredge. Upon the City's receipt of the 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. POST-TRANSFER RISK ALLOCATION.

(a) PRE-TRANSFER. NSPW shall be responsible for the operation, use, repair, and/or maintenance of the Berm prior to the Transfer.

(b) POST-TRANSFER. The City shall be solely responsible for the operation, use, repair, and/or maintenance of the Berm after the Transfer.

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: \_\_\_\_\_

# NSP Option

## 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 of “completion of remedial dredging” at the Site,” and 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”). For purposes of this Agreement and the Breakwater Agreement, “completion of remedial dredging” will be determined by NSPW in its sole discretion, but no earlier than NSPW’s receipt of analytical data collected from confirmation sampling that will be performed following placement of the restorative layer, as described in Section 9 of the Final (100%) Design for Phase 2 Wet Dredge. Upon the City’s receipt of the 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. Upon Transfer, the City shall release 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 arising from the permitting, construction, ownership, operation, use, maintenance, repair, removal and/or replacement 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 (collectively, "Claims Subject to Release"). The City shall 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 Claims Subject to Release that are brought on or after the Transfer and arise from events occurring on or after the Transfer.

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: \_\_\_\_\_



# Final Design Plan

## 9 Site Restoration

After the completion of final sediment confirmation sampling and any potential re-dredging, NSPW, in consultation with the Agencies, will determine when to discontinue further contingency actions and/or dredging passes. Following Agencies' confirmation (see Section 5.7.3), a clean restorative layer will be installed. This restorative layer installation process is expected to occur in early 2018, following ice-out and establishment of safe on-water operating conditions. The restorative layer will provide habitat for benthic organisms, and will prevent exposure to material below the restorative layer.

### 9.1 Restorative Layer Material Specification

The restorative layer will consist of a 6 inch thick layer of imported washed sand with P<sub>200</sub> content no greater than 0.5%. The restorative layer will be placed over all sediment inventory dredge areas and on the null areas as depicted on Drawing No. 11. The gradation of the material, which is modified only slightly from that placed during the Wet Dredge Pilot Study to reduce the fines content, is presented in Table 9-1.

**Table 9-1**

#### **Restorative Layer Material Gradation**

<b>Sieve Size</b>	<b>Percent Passing</b>
1 1/2 inch	100
No. 4	60-100
No. 10	45-85
No. 40	5-25
No. 200	0-0.5

### 9.2 Placement and Confirmation of Restorative Layer

The restorative layer is expected to be placed in one lift, and is planned to be placed with a broadcast system. As a contingency, it may be placed using the same equipment that was used for mechanical dredging (after it has been cleaned and decontaminated). The restorative layer material will either be hydraulically or mechanically transported to the broadcast spreader barge for placement. Once at the placement barge, the material will be broadcasted onto the dredged lakebed, including null areas. The restorative layer will be placed on dredged slopes from the toe of the slope upward. It is anticipated that the lower portions of the lift will partially mix with underlying sediments during placement. Routine water quality in-situ measurements and COC sampling will continue during installation of the restorative layer in accordance with the *Monitoring Plan*.

After the restorative layer is placed, thickness verification sampling, in accordance with the procedures described in the *Monitoring Plan*, will be conducted to ensure that the 6 inch minimum thickness has been met.

If a thickness confirmation sample shows inadequate material at a location, the area of non-compliance will be delineated by additional thickness checks and/or hydrographic survey. The area of non-compliance will then receive a second pass of restorative layer material so that it meets the required thickness. When thickness verification sampling meets the specification requirements at the location, the 0-6 inch interval from the location will be submitted for COC analysis as described in the *Monitoring Plan*.

### **9.3 Considerations Regarding Amendments to the Restorative Layer**

Although the results of the *Pilot Study* successfully demonstrated that the performance standards with respect to SWAC can be achieved with wet dredging, unexpected conditions may arise during Phase 2 Wet Dredge operations that require consideration of augmentation of the final restorative layer to ensure long-term maintenance of surface tPAH concentrations. If unexpected conditions arise during Phase 2 operations that require consideration of augmentation of the final restorative layer to ensure surface tPAH concentrations meet the *ROD SWAC* requirements, NSPW may elect to augment the final restorative layer with an activated carbon or organoclay amendment. If NSPW elects to augment the final restorative layer, a design addendum would be vetted with the Agencies through an adaptive approach and subject to Agencies' review and approval. The design addendum would provide detailed information on what material will be used to augment the restorative layer and what biological benefit such material may have on the benthic and fish community.

### **9.4 Habitat Enhancement Features**

During the preparation of the Wet Dredge Pilot Study reports, the Agencies expressed interest in NSPW deploying habitat enhancement materials for the full-scale Phase 2 Wet Dredge project in addition to the sand restorative layer. The sand restorative layer in and of itself will provide a habitat enhancement as macroinvertebrates such as burrowing mayflies begin to migrate into the clean restored sand of the Site as suggested by Brunk et al. (2014). Additional aquatic species would benefit from placement of additional materials on the lakebed, beyond what the sand in the restorative layer can provide, in terms of suitable habitat for feeding, spawning, and refuge. Smallmouth bass prefer areas containing multiple habitat features. In a study by Bozek et al. (2002), preferred spawning habitat for smallmouth bass consisted 40% of substrate ranging from 2-6 inches with adjacent larger embedded cobble for refuge. Walleye spawning generally consist of substrate materials 2-8 inches in diameter with rounded edges (sand substrate does not provided natural walleye spawning habitat (WDNR, 2016). Yellow perch spawn on a variety of substrates including sand, rubble, gravel, and submerged vegetation in sheltered areas (Niebur et al., 2015).

Strategically placed heterogeneous substrates ranging from 2-8 inches in diameter in select areas of restorative layer placement, in a fragmented design, can provide suitable habitat for multiple species inhabiting Chequamegon Bay. The fragmentation would provide microhabitats within the Breakwater area, offering an assortment of species preferred habitats, and in turn, leave sand of the restorative layer exposed for sand-dependent species. The larger substrate would provide

areas of stability allowing periphyton and diatom growth providing a food source for macroinvertebrates and thus a food source for larval and juvenile fishes.



The rock material used for extending the West Peninsula is proposed to be removed at the completion of restorative layer placement in 2018. This rock material will be beneficially re-used to construct the microhabitats discussed in this Section 9.4.

On Figure 9-1, areas of conceptual enhanced restorative layer microhabitats are numbered 1-8. The microhabitats shown consist of rock substrates ranging from 2-8 inches in diameter. The rock substrates would require placement by mechanical means after the restorative layer is placed. The conceptual locations shown on Figure 9-1 were selected to not present a navigation hazard, based on current understanding of intended future use of the area. Prior to implementation in 2018, the specific number, locations and final proposed surface elevations for the features will be discussed with the City for approval and will be presented to the Agencies, scheduled for submittal before the end of 2017. FE JV will use all recoverable material used for extending the West Peninsula as the habitat enhancement material; no additional material will be imported from off-site.



If the City were to come forward to the Agencies with an alternative proposal to keep the rock berm on the north tip of the West Peninsula as a permanent structure, separate from the Phase 2 Wet Dredge project, the City would need to address any associated Chapter 30 Permit requirements. If that were to occur, FE JV would import core stone material (or equivalent) for the habitat enhancement material (quantity to match quantity used to construct the West Peninsula extension).

Microhabitats 1 (100 x 100 foot) and 3 (100 x 200 foot) would provide benefits to a multitude of species and their life histories. Adjacent to the 150- and 40-foot gaps within the Breakwater, habitats 1 and 3 would be exposed to currents circulating through the Breakwater basin, therefore offering feeding ambush and spawning areas for species needing subtle water currents. Nearby Breakwater armor stone will offer refuge for juvenile and adult fish. For species requiring rock substrate with little or no water currents, microhabitats 2 and 4-8 (50 x 50 foot) would be suitable for spawning and feeding.

Substrates in Chequamegon Bay have been characterized as sand, fine sand, clay, and silt (Hoff and Bronte, 1999). The addition of 2-8 inch diameter rock placed in several microhabitats within the Breakwater basin will provide optimal spawning and feeding habitats for multiple fish species and habitat for benthic macroinvertebrates at various depths. With the Breakwater protecting the basin, no littoral nest destruction caused by wave action should occur.



"Access Agreement without Berm"  
(and with last provision)  
(Sec. 3)

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.
- D. The City has since acquired ownership of property ("Railroad Property") within the Site, which was previously owned by Wisconsin Central Ltd.
- E. NSPW has requested a fourth amendment of the Access Agreement to cover the Railroad Property.

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. 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 if necessary for performance of the Work, without determining whether such areas fall within the definition of City Property.

3. 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: \_\_\_\_\_

# **REVISED EXHIBIT B**

THIS DOCUMENT HAS BEEN PREPARED FOR A SPECIFIC PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FOTH INFRASTRUCTURE & ENVIRONMENT, LLC.

**Joint Venture**  
**Foth Infrastructure & Environment, LLC**  
 2711 Wisconsin Circle, Suite 300  
 Eau Claire, WI 54601  
 Phone: 715.835.4321 Fax: 715.835.4318

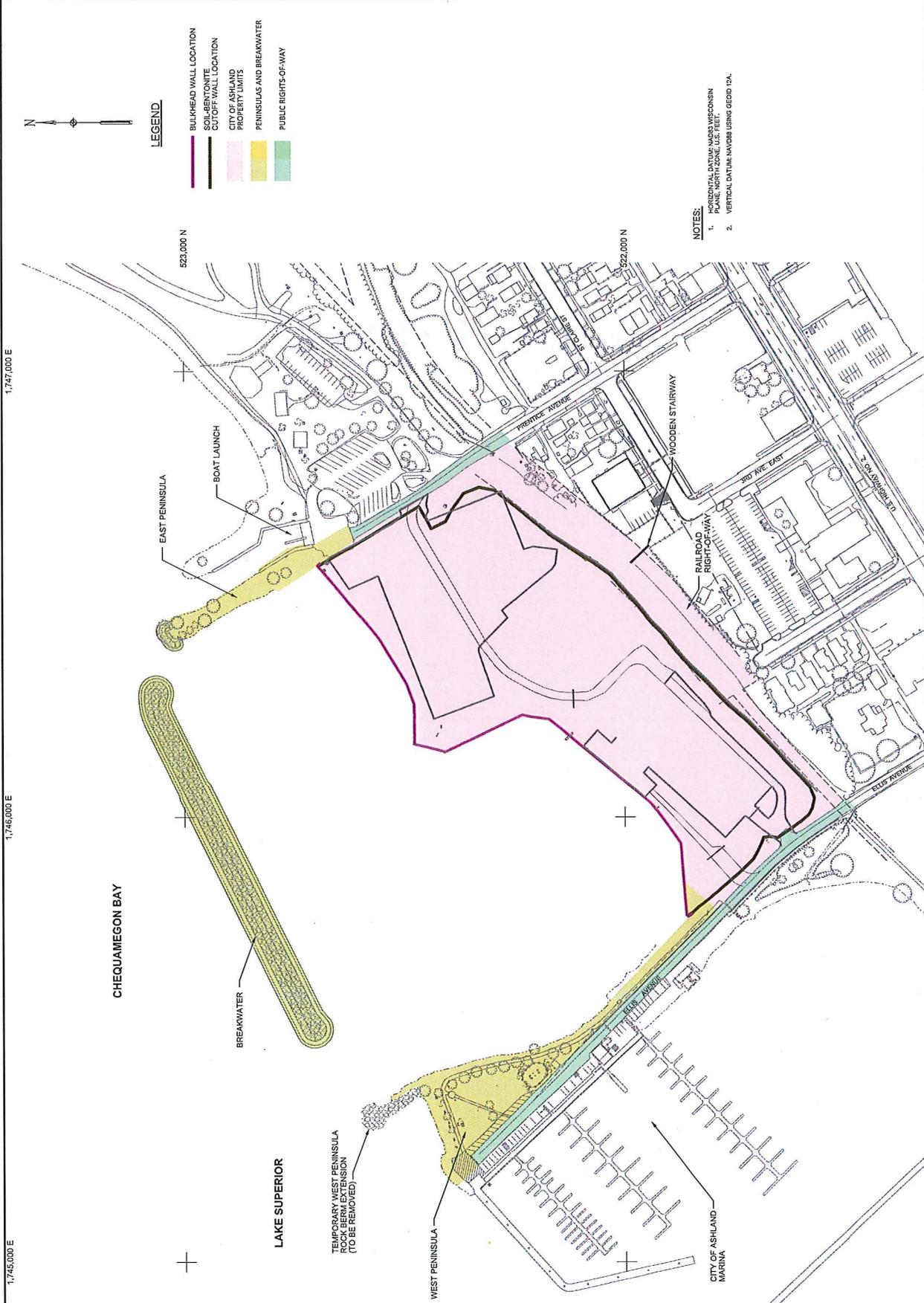
**WISCONSIN**  
 NORTHERN STATES POWER COMPANY  
 ASHLAND/NSP LAKEFRONT SITE

ASHLAND COUNTY  
 REVISIONS  
 NO. | R | DATE | DESCRIPTION  
 1 | 1 | 06/20/18 | PRELIMINARY  
 2 | 2 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 3 | 3 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 4 | 4 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 5 | 5 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 6 | 6 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 7 | 7 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 8 | 8 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 9 | 9 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN  
 10 | 10 | 06/20/18 | REVISED TO REFLECT CHANGES TO THE CONSTRUCTION PLAN

DATE OF PREPARATION  
 DRAWN BY: JOW  
 CHECKED BY: DNR  
 DATE: JUNE 2018  
 PROJECT ID: 18001

HORIZONTAL SCALE: 1" = 200'  
 VERTICAL SCALE: 1" = 20'  
 SHEET NO. 1

**CITY OF ASHLAND PROPERTY LIMITS**



**NOTES:**  
 1. HORIZONTAL DATUM: NAD83 WISCONSIN PLANE, NORTH ZONE, U.S. FEET.  
 2. VERTICAL DATUM: NAVD83 USING GEOID 12A.

"Access Agreement Without  
Term or Sec. 3"

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.
- D. The City has since acquired ownership of property ("Railroad Property") within the Site, which was previously owned by Wisconsin Central Ltd.
- E. NSPW has requested a fourth amendment of the Access Agreement to cover the Railroad Property.

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. 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 if necessary for performance of the Work, without determining whether such areas fall within the definition of City Property.

THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **REVISED EXHIBIT B**

**Foth**  
 Joint Venture  
**Envirocon**  
 Foth Infrastructure & Environment, LLC  
 2101 Riverside Court, Suite 303  
 St. Paul, MN 55116-1528  
 Phone: 612-725-2000 Fax: 612-725-1518  
 Project: 18-001

ASHLAND COUNTY  
 NORTHERN STATES POWER COMPANY  
 ASHLAND/NSP LAKEFRONT SITE

REVISIONS

NO.	BY	DATE	DESCRIPTION

RECORD DRAWING OF COMPLETED CONSTRUCTION BY: \_\_\_\_\_  
 COMPANY TO CONTRACTOR AND/OR OTHERS RECEIVES: \_\_\_\_\_  
 DATE: \_\_\_\_\_

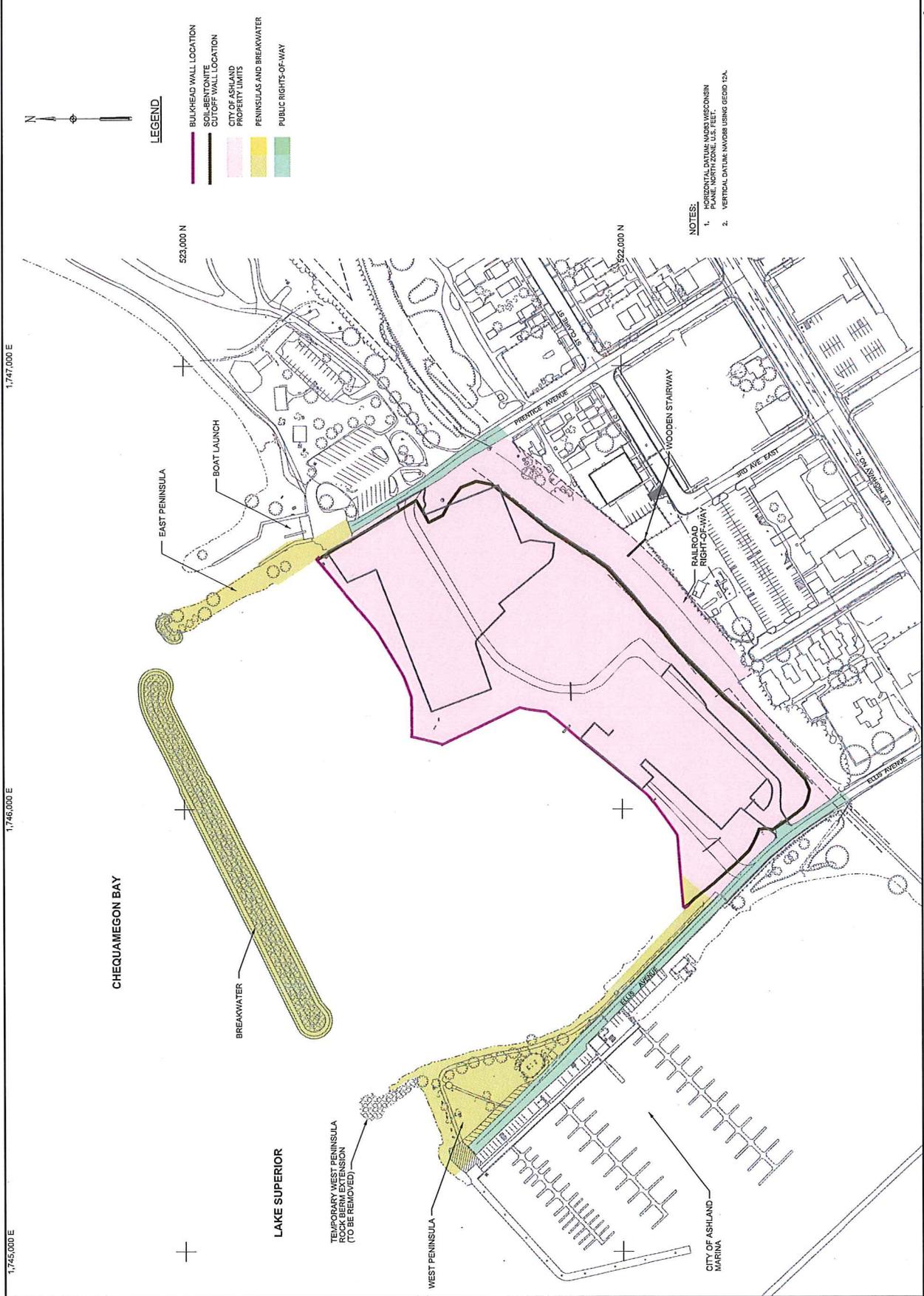
DATE OF PREPARATION

DATE	BY

HORIZONTAL DATUM: NAD83 WISCONSIN  
 PLANE, NORTH ZONE, U.S. FEET.  
 VERTICAL DATUM: NAVD83 USING GEOID 12A.

CITY OF ASHLAND  
 PROPERTY LIMITS

HORIZONTAL SCALE:  
 0 100' 200'  
 PROJECT ID: 180001  
 1



"Access Agreement With Berm"  
(and with last provision)

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 if necessary 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: \_\_\_\_\_

# **REVISED EXHIBIT B**

**Joint Venture**  
**Envirocon** **Foth**  
 Foth Infrastructure & Environment, LLC  
 701 Pioneer Court, Suite 200  
 P.O. Box 9126  
 Eau Claire, WI 54601  
 Phone: 608-425-2500 Fax: 608-497-0516  
 E-mail: info@foth.com  
 The location and description of the project are shown on the site plan. The location and description of the project are shown on the site plan.

ASHLAND/NSP LAKEFRONT SITE  
 NORTHERN STATES POWER COMPANY  
 WISCONSIN  
 ASHLAND COUNTY

REVISIONS		
NO.	DATE	DESCRIPTION
1	06/20/2018	ISSUED FOR PERMITS
2	06/20/2018	ISSUED FOR PERMITS
3	06/20/2018	ISSUED FOR PERMITS
4	06/20/2018	ISSUED FOR PERMITS
5	06/20/2018	ISSUED FOR PERMITS

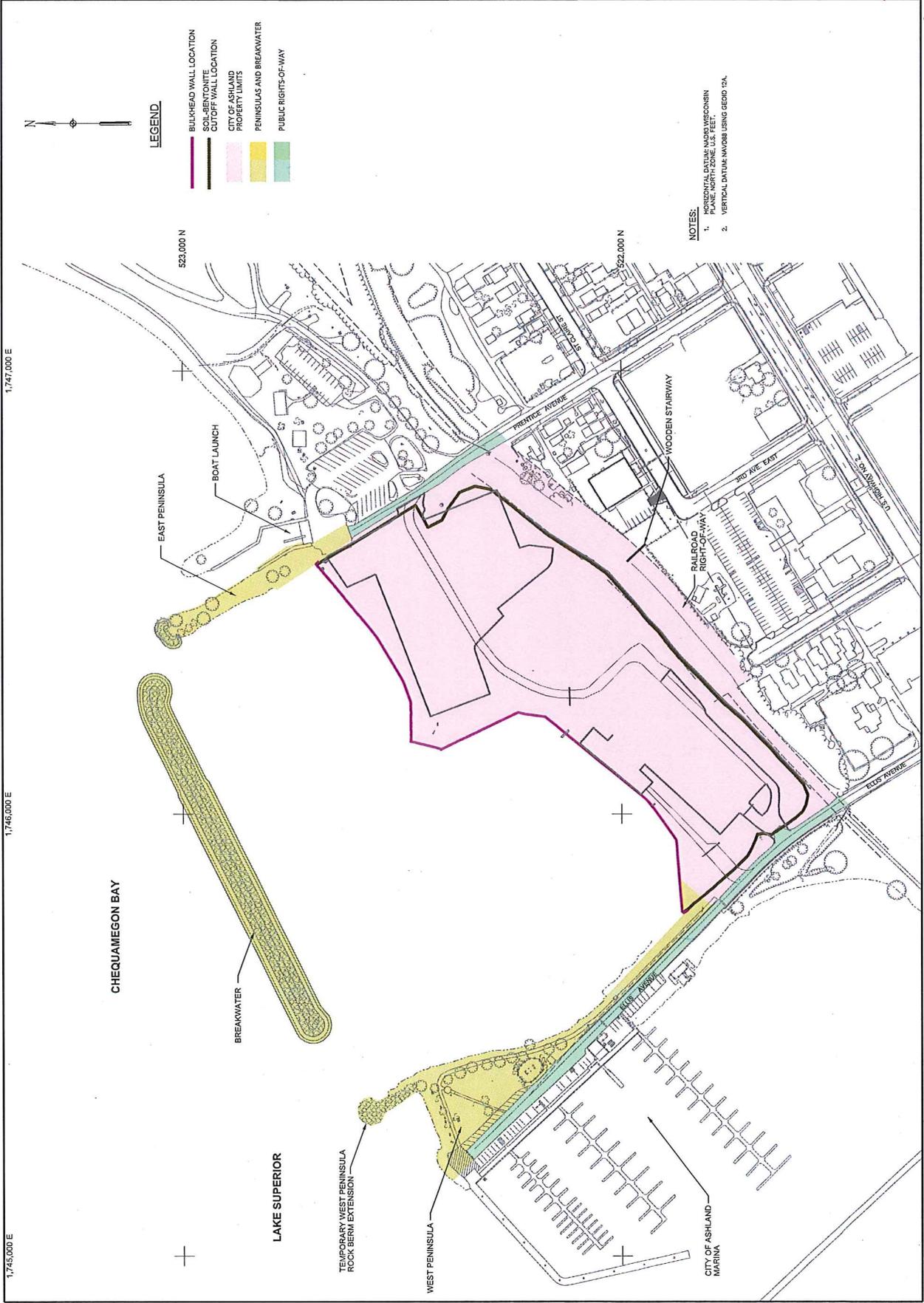
  

DATE	
BY	DATE
DESIGNED	JUN 2018
CHECKED	JUN 2018
DATE OF PREPARATION	JUN 2018

RECORD DRAWINGS OF COMPLETED CONSTRUCTION BY:		
NO.	DATE	DESCRIPTION

**CITY OF ASHLAND**  
**PROPERTY LIMITS**  
 HORIZONTAL SCALE:  
 0 100' 200'  
 PROJECT ID: 180001  
 1



"Access Agreement with Berm  
No Section 4"

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 if necessary for performance of the Work, without determining whether such areas fall within the definition of City Property.

THE CITY OF ASHLAND

By: \_\_\_\_\_  
Debra S. Lewis  
Mayor

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **REVISED EXHIBIT B**



Attachments for 8A



\* 2 0 1 8 R - 5 7 2 2 1 2 \* 2 \*

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

**THIS DEED**, made between CHRIS J. BOLZ AND RENEE R. BOLZ  
**HUSBAND AND WIFE**,  
\_\_\_\_\_  
("Grantor," whether one or more),  
and DIANE K. KETRING,  
\_\_\_\_\_  
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in BAYFIELD County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See the annexed Exhibit A which is incorporated herein by reference.

I, DENISE TARASEWICZ, REGISTER OF DEEDS, BAYFIELD COUNTY, WISCONSIN, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD FOUND IN MY OFFICE IN DOC# 2018R-572212  
OF RECORDS Diane K. Ketring, Plng Deputy  
DATE June 21, 2018  
REGISTER OF DEEDS

2018R-572212

DENISE TARASEWICZ  
BAYFIELD COUNTY, WI  
REGISTER OF DEEDS  
03/16/2018 01:50PM  
TF EXEMPT #:  
RECORDING FEE: 30.00  
TRANSFER FEE: 495.00  
PAGES: 2

Recording Area

Name and Return Address 10404-18  
Ketring  
30550 State Highway 3  
Ashland, WI 54806  
Title  
320 1/2 in Street West  
Ashland, WI 54806

04-020:2-47-05-12-1 02-000:30000

Parcel Identification Number (PIN)

This IS homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: **EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.**

Dated March 15, 2018

\_\_\_\_\_  
(SEAL) Chris J. Bolz (SEAL)  
\* CHRIS J. BOLZ  
\_\_\_\_\_  
(SEAL) Renee R. Bolz (SEAL)  
\* RENEE R. BOLZ

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_  
\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

STATE OF WISCONSIN )  
Ashland COUNTY ) ss:  
)

Personally came before me on March 15, 2018,  
the above-named CHRIS J. BOLZ AND RENEE R. BOLZ,  
HUSBAND AND WIFE,  
to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
ATTORNEY MATTHEW F. ANICH, SB#1017169  
DALLENBACH, ANICH & WICKMAN, S.C., ASHLAND, WI

\* Matthew F. Anich  
Matthew F. Anich  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 2/16/22)

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
© 2003 STATE BAR OF WISCONSIN FORM NO. 1-2003

WARRANTY DEED  
\* Type name below signatures.

**EXHIBIT A  
TO  
WARRANTY DEED**

A parcel of land in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), Section Twelve (12), Township Forty-seven (47) North, Range Five (5) West, Town of Eileen, Bayfield County, Wisconsin, described as follows:

Starting at a point where a line parallel to and lying 545.5 feet East of the West line of said NW¼ NE¼ intersects the South line of the Northern Pacific Railway Company right-of-way, now the Tri-County Recreation Corridor, thence South parallel with the West line of said forty to a point on the North right-of-way line of State Highway 137; thence Westerly along the North right-of-way line of State Highway 137 to the Southwest corner of said forty; thence North 491 feet to a point where the center line of the town road and the South line of the Northern Pacific Railway right-of-way intersect; thence Easterly along the South Northern Pacific Railway Company right-of-way line to the Point of Beginning.

**LESS THE FOLLOWING DESCRIBED PROPERTY:** To find the Point of Beginning, start at a point marked with an iron pipe that is 545.5 feet East of the West line of the said NW¼ NE¼ that intersects the Northerly right-of-way line of the State Highway 137, thence N. 10° 57' 41" W., 360.61 feet to an iron pipe on the Southerly right-of-way line of Northern Pacific Railroad; thence N. 77° 36" E., 70.7 feet, along said Southerly right-of-way to an iron pipe; thence leaving said Southerly right-of-way line, S. 00° 04' 30", 369.21 feet, parallel with the West line of said forty to the Point of Beginning.

# Real Estate Tax Statement

KETRING, DIANE K

BAYFIELD COUNTY, WISCONSIN

Printed: 6/21/2018 11:26:45 AM

**Tax ID: 15609**

Legacy PIN: 020102708000

PIN: 04-020-2-47-05-12-1 02-000-30000

**Property Description**

Site Address: 30550 STATE HWY 137

Municipality: TOWN OF EILEEN

Description: (Not for use on Legal Documents)

NWNE S12-T47N-R05W

PAR IN NW NE IN DOC 2018R- 572212 197A

Document: 2018R-572212

Acreage: 2.710

DIANE K KETRING  
30550 STATE HWY 137  
ASHLAND WI 54806

**2017 Assessments**

Code	Acres	Land	Impr.	Total
G1 - RESIDENTIAL	2.710	7,800	121,900	129,700
<b>Total Values:</b>	2.710	7,800	121,900	129,700
<b>Estimated Fair Market Value:</b>				137,000

**Ownership**

DIANE K KETRING 30550 STATE HWY 137 ASHLAND WI 54806

**TAX RECORDS - KEY TO CODES**

RE = Real Estate	SA = Special Assessments	PF = Private Forest
LC = Lottery Credit	SC = Special Charges	MFO = Managed Forest Land Open
FD = First Dollar Credit	DU = Delinquent Utilities	MFLC = Managed Forest Land Closed

**\*\*\* THERE ARE NO PRIOR DELINQUENT PAYMENTS DUE \*\*\***

2017 TAXES	GRE	(FD)	(LC)	RE	SA	SC	DU	PF	MFO	MFLC	TOT
Tax Due:	2,207.15	(65.30)	(114.27)	2,027.58	0.00	0.00	0.00	0.00	0.00	0.00	2,027.58
Tax Paid:				2,027.58	0.00	0.00	0.00	0.00	0.00	0.00	2,027.58
Balance:				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Tax ID 15609 Total Due For 2017 Tax: 0.00

**\*\*\* THERE ARE NO TAXES DUE ON TAX ID 15609 \*\*\***

Bayfield County Treasurer  
DANIEL ANDERSON, PO BOX 397  
WASHBURN WI 54891  
Phone: (715) 373-6131



# Wisconsin Voter Registration Application

Submitted by Mail  
(Official Use Only)

Confidential Elector ID#  
(RWVOT - sequential #) (Office Use Only)

WisVote ID #  
(Office Use Only)

**Instructions**  
Instructions for completion are on the back of this form. Return this form to your municipal clerk, unless directed otherwise.  
 Proof of Residence (see reverse) must accompany this application unless you are a military or permanent overseas voter. If this is a change of address, upon completion of this application your voting rights will be cancelled at your previous residence. Please print your information clearly and legibly. Fill in circles as applicable.

2

1  
 New WI Voter  
 Name Change  
 Address Change  
Municipality  Town  Village  City **Elieen**  
County **Bayfield**

2  
WI Driver License or WI DOT-issued ID #  
(Req. if not expired or cancelled) **K365-7525-0049-09** Expiration Date **02/09/2022**  
Social Security Number - Last Four Digits  
(Req. if driver license or state ID is not issued, has expired, or has been cancelled) **XXX-XX-**

I have neither a WI Driver License/ID nor a Social Security Number.

3  
**Current**  
Last Name **Ketting** First Name **Richard**  
Middle Name **Lee** Suffix (e.g. Jr, II, etc.) Phone # **715-682-8095**  
Date of Birth (MMYY) **2-9-50** Email Address  
If you are a military or permanent overseas elector, fill in the appropriate circle (see instructions for definitions)  Military  Permanent Overseas

4  
Residence Address: Street Number & Name **30550 Highway 137**  
Apt. Number City **Ashland** State & ZIP **WI 54806**

5  
Mailing Address: Street Number & Name  
Apt. Number City State & ZIP

6  
**Previous**  
Last Name First Name  
Middle Name Suffix (e.g. Jr, II, etc.)

7  
Previous Address: Street Number & Name **504 10th Ave W**  
Apt. Number City **Ashland WI** State & ZIP **WI 54806**

8  
Accommodation needed at poll location (e.g. wheelchair access):  
 I am interested in being a poll worker.  
If you do not have a street number or address, use the map to show where you live.  
• Mark crossroads Example Library  
• 'X' where you live Mammal Road  
• Use dots for landmarks High School X

9  
Please answer the following questions by filling in "Yes" or "No"  
1. Are you a citizen of the United States of America?  Yes  No  
2. Will you be 18 years of age or older on or before the first election at which you will offer to vote?  Yes  No  
If you filled in "No" in response to EITHER of these questions, do not complete this form.

10  
I hereby certify, to the best of my knowledge, that I am a qualified elector, a U.S. citizen, at least 18 years old or will be at least 18 years old at the time of the first election at which I will offer to vote, having resided at the above residential address for at least 10 consecutive days immediately preceding this election, with no present intent to move. I am not currently serving a sentence including incarceration, parole, probation, or extended supervision for a felony conviction, and not otherwise disqualified from voting. I certify that all statements on this form are true and correct. If I have provided false information I may be subject to fine or imprisonment under State and Federal laws. **If completed on Election Day:** I further certify that I have not voted in this election. Please sign below to acknowledge that you have read and understand the above.

11  
Elector Signature **X** Today's Date **4/3/18**  
Proof of Residence Type (Official use only) **Wisconsin**  
Proof of Residence # (Official Use Only) **K365-7525-0049-09**  
Election Day Voter # (Official Use Only) **Letter from City of Ashland 141**

Falsification of information on this form is punishable under Wisconsin law as a Class I felony.

12  
Assistant Signature: Assistant Address:

Official's Signature: Date Complete & POR Received **4/3/2018** SRDs printed name and SRD#: **Anne Wickman**

Ward Sch. District Alder Ctv. Suor. Cl. of Aoo. Assembly St. Senate Constress

*Final notice of 2018 election to the voters*

# A S H L A N D

*City of Ashland, Wisconsin*

601 Main Street West Ashland, WI 54806 [www.coawi.org](http://www.coawi.org)

Ashland City Clerk's Office  
601 Main Street West  
Ashland WI 54806  
Phone 715-682-7071  
Fax 715-682-7048

March 16, 2018

Diane & Richard Ketring  
30550 State Highway 137  
Ashland, WI 54806

Dear Diane & Richard,

For the April 3, 2018, Election you may register to vote from your new address at 30550 State Highway 137. For your registration you will need to provide both your current driver's license number and proof of residence. This letter from the City of Ashland will constitute proof of residence for both Diane and Richard Ketring.

If you have any questions please let me know.

Sincerely,

Kim Westman, Elections Clerk  
City of Ashland  
601 Main Street West  
Ashland, WI 54806  
715-682-7071

Community Development Database

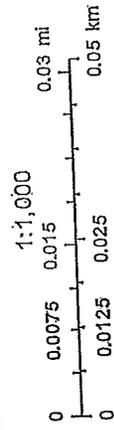
Property Identification | Permits | Property Concerns | Property Photos

Parcel ID#	Permit #	Permit type	Contractor ID	
685	6627	Residential-Remodeling, Alte		
Description of work		Conditions of Approval	Permit issued?	Value of work
Repair fire damaged structure back to i		IVAC and final inspections.	Yes	\$180,000.00
Permit fee		Additional permit fee	Total permit fee	
\$450.00		\$0.00	\$450.00	
Amount Paid	Method of Payment	Check Number	Date permit issued	Permit issued by?
\$450.00	Check	11297	3/2/2018	Bob Miller
Follow Up Inspection Required?		Yes		
Inspect for?		Rough in and final inspections.		
Follow up inspection date		3/15/2018	Follow up/ Contact Closed	No
Inspections and Contacts				
Permit #	Inspector	Inspection/Follow up Date		
6627		6/14/2018		
Findings				

Record: 1 of 1 | No Filter | Search

Record: 1 of 5 | No Filter | Search

# City Base map



June 14, 2018

Parcel Labels

Parcel Mapping

City of Ashland Public Works Department, GIS Division  
Copyright City of Ashland Public Works Department, GIS Division

Alt. Parcel #:

CITY OF ASHLAND  
ASHLAND COUNTY,  
WISCONSIN

<b>Owner and Mailing Address:</b> DIANE K. LAVOTA 504 10TH AVE W ASHLAND WI 54806		<b>Co-Owner(s):</b>	
<b>Districts:</b>		<b>Physical Property Address(es):</b> * 504 10TH AVE W	
<b>Dist#</b>	<b>Description</b>	<b>Parcel History:</b>	
1700	VTAE DISTRICT	<b>Date</b>	<b>Doc #</b>
0170	ASHLAND SCHOOL DIST	06/06/1994	243102
		<b>Vol/Page</b>	<b>Type</b>
		455/657	WD
<b>Legal Description:</b>		<b>Acres:</b> 0.340	
LOTS 7 & 8 BLOCK 90 ASHLAND PROPER & PART OF THE SW1/4 NE1/4 SECTION 5 T47N R4W KNOWN AS BEASER STRIP			

<b>Plat</b>	<b>Tract (S-T-R 40% 160% GL)</b>	<b>Block/Condo Bldg</b>
* N/A-NOT AVAILABLE		

**2017 Valuations:** Values Last Changed on 08/19/2016

Class and Description	Acres	Land	Improvement	Total
G1-RESIDENTIAL	0.340	14,500.00	96,700.00	111,200.00
<b>Totals for 2017</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00
<b>Totals for 2016</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00

<b>2017 Taxes</b>	<b>Bill #</b>	<b>Fair Market Value:</b>	<b>Assessment Ratio:</b>
	548	118,300.00	0.9395

	Amt Due	Amt Paid	Balance	<b>Installments</b>	
Net Tax	2,579.37	2,579.37	0.00	<b>End Date</b>	<b>Total</b>
Special Assessments	0.00	0.00	0.00	1   01/31/2018	1,232.55
Special Charges	0.00	0.00	0.00	2   07/31/2018	1,346.82
Delinquent Charges	0.00	0.00	0.00	<b>Net Mill Rate</b> 0.024810684	
Private Forest Crop	0.00	0.00	0.00	<b>Gross Tax</b> 2,956.42	
Woodland Tax	0.00	0.00	0.00	<b>School Credit</b> 197.48	
Managed Forest Land	0.00	0.00	0.00	<b>Total</b> 2,758.94	
Prop Tax Interest		0.00	0.00	<b>First Dollar Credit</b> 65.30	
Spec Tax Interest		0.00	0.00	<b>Lottery Credit</b> 1 Claims 114.27	
Prop Tax Penalty		0.00	0.00	<b>Net Tax</b> 2,579.37	
Spec Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
<b>TOTAL</b>	<b>2,579.37</b>	<b>2,579.37</b>	<b>0.00</b>		

Interest Calculated For 06/15/2018

(Posted  
Payment Payments)

Date	Receipt #	Type	Amount	Note
12/28/2017	4656	T	2,579.37	CK#1257 NSB

Key



# Ashland

W I S C O N S I N

April 11, 2018

Mr. Richard Ketring  
P.O. Box 187  
Ashland, WI 54806

Ré: Residency in Ward 2, Ashland

Dear Richard:

State law provides that local elective offices become vacant when the incumbent ceases to be a resident of the "district or area from which elected." Section 17.03(4)(c), Wis. Stats. Everyone in the City is certainly sympathetic to the circumstances under which you and your family had to vacate your home in Ashland's Second Ward. As long as it was your intention to return to your house in the Second Ward, your residency there and your qualifications to represent the Ward in the City Council would not be questioned.

There have lately been a number of indications that you do not intend to return to the Second Ward, including your purchase of a home in the Town of Eileen, your voting in the Town of Eileen, and statements by you and your wife that you do not intend to return to the City. These raise a significant enough probability of your no longer being a resident of the Second Ward that to ignore them would be inconsistent with my oath as City Attorney.

It is not for me to decide if you remain a resident of Ward 2. State law provides that the City Council is the judge of the qualifications of its members. Section 62.11(3)(a), Wis. Stats. However, the City Council can never be in a position to act under that section unless the matter is placed on a Council agenda, which requires an administrative act.

The last thing I intend is to cause you any embarrassment or discomfort regarding this issue. You have represented your ward with vigor and enthusiasm, and losing you from the Council would create a large void. It could be, as I have heard, that you believe that since you were a resident when you were elected you are entitled to serve out your term. As the citation to Section 17.03 shows, that is not the law. You may also believe that you may remain in office because an earlier Council member in similar circumstances did the same. I am unfamiliar with any previous situations but believe each situation must be viewed on its own merits. Finally, I may be mistaken as to the facts, but these are the beliefs that are abroad in the community and they need to be addressed.

Mr. Richard Ketring  
April 11, 2018  
Page 2

I would like to ask you to consider whether your resignation from the Council is appropriate. If you believe it is, please tender your resignation by May 1, 2018. If the City Clerk does not receive your resignation by that date, I will ask the Clerk to put on a subsequent Council agenda a due process hearing so that the Council can make a determination of your qualifications. I have included a copy of an article from the League of Wisconsin Municipalities which you may find helpful.

I continue to have the utmost respect for your service as a member of the City Council.

Sincerely,



David J. Siegler  
Ashland City Attorney  
DS/kw

cc: Denise Oliphant  
Deb Lewis  
Tyler Wickman

*Find yourself next to the water.*

**ASHLAND**

CITY OF ASHLAND, WISCONSIN

May 31, 2018

VIA EMAIL and 1<sup>ST</sup> CLASS MAIL

Richard Ketring  
P. O. Box 187  
Ashland, WI 54806

**RE: Residency in Ward 2, Ashland**

Dear Mr. Ketring:

As you know, I have taken over as City Attorney for David Siegler. I have reviewed Mr. Siegler's April 11, 2018 letter directed to you regarding your continuation as an alderman for Ward 2 in light of your residency situation. This letter is to follow up on Mr. Siegler's April 11 letter to you and to invite you to have a discussion of the matter with me.

In discussing this matter with Mayor Lewis, I suggested that the matter be brought before the Council at its June 28, 2018 meeting. This gives you approximately one month from my letter and 2½ months from Mr. Siegler's letter which had a May 1 deadline for you to respond, but for which you have yet to do so to my knowledge.

The purpose of doing this in June is two-fold, one to allow you and me to discuss the matter before the Council would receive the information and have to make a decision. It allows you the opportunity to obtain legal counsel, should you desire, to assist you as well. I would hope we could come to a stipulation of undisputed facts for the Council to consider in addition to anything else you wish to add regarding your intentions on residency. While this may seem like an adversarial process, I view it as giving the Council the objective facts and let them decide. If you have a plan to rebuild or return to your ward in a different house, please advise.

Second, should you decide to tender your resignation, it will provide an opportunity where you can be thanked for your service to the community. I agree with Mr. Siegler's sentiment in his letter that you certainly have a sympathetic circumstance to why you are no longer living in the 2<sup>nd</sup> Ward.

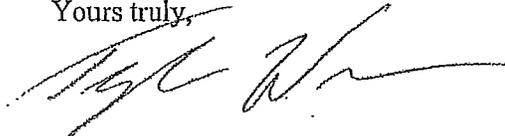
I want you to be aware that I am not just following up because Mr. Siegler's letter was not responded to. My understanding is citizens have continued to raise questions. I am providing you a copy of one such inquiry. At the time of the meeting, nearly six months will have elapsed since the fire at your home. Said citizen in the email has requested to know your timeline to

Mr. Ketring  
5/31/2018  
Page 2 of 2

comply with the residency requirement if you do not resign, especially in light of his awareness of you purchasing a home outside the City. I believe this to be a regular question others have raised.

Thus, I invite you to schedule a meeting with me to discuss your intentions and how a due process hearing will look if this matter must go before the Council. I want to make sure the Council has accurate facts and you have an opportunity to be fairly heard. I again invite you to have any lawyer, should you wish to retain a lawyer, be a part of that meeting.

Yours truly,



Tyler W. Wickman  
Ashland City Attorney

TWW/mm

cc: Mayor Debra Lewis  
City Clerk Denise Oliphant

Alt. Parcel #:

CITY OF ASHLAND  
ASHLAND COUNTY,  
WISCONSIN

<b>Owner and Mailing Address:</b> DIANE K. LAVOTA 504 10TH AVE W ASHLAND WI 54806		<b>Co-Owner(s):</b>	
<b>Districts:</b>		<b>Physical Property Address(es):</b> * 504 10TH AVE W	
<b>Dist#</b>	<b>Description</b>	<b>Parcel History:</b>	
1700	VTAE DISTRICT	<b>Date</b>	<b>Doc #</b>
0170	ASHLAND SCHOOL DIST	06/06/1994	243102
		<b>Vol/Page</b>	<b>Type</b>
		455/657	WD
<b>Legal Description:</b> LOTS 7 & 8 BLOCK 90 ASHLAND PROPER & PART OF THE SW1/4 NE1/4 SECTION 5 T47N R4W KNOWN AS BEASER STRIP		<b>Acres:</b> 0.340	

<b>Plat</b>	<b>Tract (S-T-R 40% 160% GL)</b>	<b>Block/Condo Bldg</b>
* N/A-NOT AVAILABLE		

2017 Valuations: Values Last Changed on 08/19/2016

Class and Description	Acres	Land	Improvement	Total
G1-RESIDENTIAL	0.340	14,500.00	96,700.00	111,200.00
<b>Totals for 2017</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00
<b>Totals for 2016</b>				
General Property	0.340	14,500.00	96,700.00	111,200.00
Woodland	0.000	0.00	0.00	0.00

<b>2017 Taxes</b>	<b>Bill #</b> 548	<b>Fair Market Value:</b> 118,300.00	<b>Assessment Ratio:</b> 0.9395
-------------------	----------------------	---	------------------------------------

	Amt Due	Amt Paid	Balance	<b>Installments</b>	
Net Tax	2,579.37	2,579.37	0.00	<b>End Date</b>	<b>Total</b>
Special Assessments	0.00	0.00	0.00	1 01/31/2018	1,232.55
Special Charges	0.00	0.00	0.00	2 07/31/2018	1,346.82
Delinquent Charges	0.00	0.00	0.00	Net Mill Rate 0.024810684	
Private Forest Crop	0.00	0.00	0.00	Gross Tax 2,956.42	
Woodland Tax	0.00	0.00	0.00	School Credit 197.48	
Managed Forest Land	0.00	0.00	0.00	Total 2,758.94	
Prop Tax Interest		0.00	0.00	First Dollar Credit 65.30	
Spec Tax Interest		0.00	0.00	Lottery Credit 1 Claims 114.27	
Prop Tax Penalty		0.00	0.00	Net Tax 2,579.37	
Spec Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
<b>TOTAL</b>	<b>2,579.37</b>	<b>2,579.37</b>	<b>0.00</b>		

Interest Calculated For 06/26/2018

(Posted Payments)

Date	Receipt #	Type	Amount	Note
12/28/2017	4656	T	2,579.37	CK#1257 NSB

Key

# Real Estate Bayfield County Property Listing

Today's Date: 6/26/2018

Property Status: Current

Created On: 3/15/2006 1:15:23 PM

## Description Updated: 3/20/2018

<b>Tax ID:</b>	15609
<b>PIN:</b>	04-020-2-47-05-12-1 02-000-30000
<b>Legacy PIN:</b>	020102708000
<b>Map ID:</b>	
<b>Municipality:</b>	(020) TOWN OF EILEEN
<b>STR:</b>	S12 T47N R05W
<b>Description:</b>	PAR IN NW NE IN DOC 2018R- 572212 197A
<b>Recorded Acres:</b>	2.710
<b>Calculated Acres:</b>	4.894
<b>Lottery Claims:</b>	1
<b>First Dollar:</b>	Yes
<b>Zoning:</b>	(R-1) Residential-1
<b>ESN:</b>	113

## Tax Districts Updated: 3/15/2006

1	STATE
04	COUNTY
020	TOWN OF EILEEN
020170	ASHLAND SCHOOL
001700	TECHNICAL COLLEGE

## Recorded Documents Updated: 9/16/2009

<b>WARRANTY DEED</b>	
Date Recorded: 3/16/2018	2018R-572212
<b>JUDGMENT</b>	
Date Recorded: 7/29/2009	2009R-527979 1022-991
<b>CONVERSION</b>	
Date Recorded: 3/15/2006	484311 662-175;792-397&734;865-906
<b>WARRANTY DEED</b>	
Date Recorded: 8/4/2003	2003R-484311 865-906

## Ownership Updated: 3/20/2018

**DIANE K KETRING** ASHLAND WI

### Billing Address:

**DIANE K KETRING**  
30550 STATE HWY 137  
ASHLAND WI 54806

### Mailing Address:

**DIANE K KETRING**  
30550 STATE HWY 137  
ASHLAND WI 54806

## Site Address \* indicates Private Road

30550 STATE HWY 137 ASHLAND 54806

## Property Assessment Updated: 4/10/2017

### 2018 Assessment Detail

Code	Acres	Land	Imp.
G1-RESIDENTIAL	2.710	7,800	121,900

### 2-Year Comparison

	2017	2018	Change
<b>Land:</b>	7,800	7,800	0.0%
<b>Improved:</b>	121,900	121,900	0.0%
<b>Total:</b>	129,700	129,700	0.0%

## Property History

N/A

Transfer Return  
Full Legal Description

County: BAYFIELD EILEEN, TOWN OF  
30550 STATE HWY 137

59 of 244  
Return to Search Results

**Grantor (Seller)**  
Name: CHRIS J. BOLZ AND RENEE R. BOLZ  
Address: 63700 Vranes Road Ashland 54806  
Relationship with grantee(s):  
Grantor type:  
Ownership interest transferred: Full  
Owner interest other note:  
Grantor retains the right: None  
Grantor rights other note:

Actions  
Printable Version

Reports  
CSV Report

**Grantee (Buyer)**  
Name: DIANE K. KETRING  
Address: 30550 State Hwy 137 Ashland 54806  
Grantee type:  
Grantee certification date: 03/19/2018

Go

Links  
CSV Report Description



To go back, use 'Return to Search Results' above

**Recording Information**  
County document number: 2018R-572212  
Date recorded: 03/16/2018  
Volume/facket:  
Page/Image:

**Parcel**  
County: BAYFIELD  
Property legal description: (short - first 200 characters)  
All of parcel 04-020-2-47-05-12-1 02-000-30000 in the EILEEN, TOWN OF  
Physical property address: 30550 STATE HWY 137  
Section/township/baseline/ range/meridian: 12/47/5/W  
Subdivision, or condo/lot or unit#/block: //  
Primary residence of grantee: Yes

**Fee Computation**  
Total value of real estate transferred: \$165,000.00  
Value subject to fee: \$165,000.00  
Transfer fee due: \$495.00  
Transfer fee exemption number:  
Personal property value excluded from total value: \$0.00  
Property value exempt from local property tax: \$0.00

**Tax Bill Mailing Address**  
Send tax bill to:  
Name: Diane K. Ketring  
Street Address: 30550 State Hwy 137  
City, State Zip: Ashland, WI 54806

**Transfer and Financing**  
Transfer type: Warranty/Condo Deed / Org Sale  
Transfer type other note:  
Conveyance document type: Warranty/Condo Deed  
Conveyance code other note:  
Conveyance date: 03/16/2018  
Grantee financing: Conventional

**Physical Description**  
Property type: Land and Buildings  
Predominant use: Single Family  
Lot square footage: 0  
Total acres: 2.7  
MFLUPFC acres: 0

Feet of water frontage: 0  
Number of units: 0

Agent and Preparer

Grantor agent: NONE  
Grantee agent: NONE  
Preparer name: Choice Title

Weatherization

Subject to residential  
rental weatherization standards:  
Energy exclusion: W-11

System Information

Recording information added on: 03/19/2018  
Document locator number: 201802199939873  
Previous document number:

Full Legal Description

A parcel of land in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), Section Twelve (12), Township Forty-seven (47) North, Range Five (5) West, Town of Eileen, Bayfield County, Wisconsin, described as follows: Starting at a point where a line parallel to and lying 545.5 feet East of the West line of said NW¼ NE¼ intersects the South line of the Northern Pacific Railway Company right-of-way, now the Tit-County Recreation Corridor, thence South parallel with the West line of said forty to a point on the North right-of-way line of State Highway 137; thence Westerly along the North right-of-way line of State Highway 137 to the Southwest corner of said forty; thence North 491 feet to a point where the center line of the town road and the South line of the Northern Pacific Railway right-of-way intersect; thence Easterly along the South Northern Pacific Railway Company right-of-way line to the Point of Beginning. LESS THE FOLLOWING DESCRIBED PROPERTY: To find the Point of Beginning, start at a point marked with an iron pipe that is 545.5 feet East of the West line of the said NW¼ NE¼ that intersects the Northerly right-of-way line of the State Highway 137, thence N. 10° 57' 41" W., 360.61 feet to an iron pipe on the Southerly right-of-way line of Northern Pacific Railroad; thence N. 77° 36" E., 70.7 feet, along said Southerly right-of-way to an iron pipe; thence leaving said Southerly right-of-way line, S. 00° 04' 30", 369.21 feet, parallel with the West line of said forty to the Point of Beginning.

Location  Google Map  
2135 Rimrock Road  
Madison, WI 53713

Contact Us  
 Email: [otas@revenue.wi.gov](mailto:otas@revenue.wi.gov)

Site Links  
[DOR Website](#)  
[Historical Data](#)  
[WI Counties](#)  
[Real Estate Transfer](#)