



Take notice that the City of Ashland Common Council will meet in person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually, to consider and act upon the following agenda.

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, January 30, 2024 Ashland City Council Meeting Agenda

1. CALL TO ORDER

- A. Roll Call, Moment of Silence and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- A. January 9, 2024 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. Presentation from Millie Rounsville, Executive Director of Northwest Wisconsin Community Services Agency to Update Council on the Homeless Shelter and Transition Housing Facility at 2300 Lake Shore Drive West, Ashland
- B. Announcements
- C. Appointments

6. CONSENT AGENDA

- A. Miscellaneous Minutes
- B. Approve a Memorandum of Understanding (MOU) between the City of Ashland and the School District of Ashland (*Parks & Recreation*)
- C. Approve to Close Tax Increment Districts No. 6 and No. 9 as Required by the Wisconsin Department of Revenue (*Finance*)
- D. Approve a Request for an Appropriation of Capital Projects Fund 450 for a Bretting Community Center Office Addition (*Administration*)



7. OLD BUSINESS

- A. **Approve an Ordinance to Amend Chapter 501 (1882) Public Right of Way Regulation, Ashland City Ordinances** (*Public Works*) Roll
- B. **Approve an Ordinance to Create Chapter 136 (2024-1994) Denial of City Permits, Ashland City Ordinances** (*Public Works*) Roll
- C. **Approve the Purchase of Sewer Televising Equipment from Envirotech Equipment** (*Public Works*) Roll
- D. **Approve to Accept a Professional Services Proposal from Technical Design Services to Provide Geographic Information Systems Services** (*Public Works*) Roll
- E. **Approve a Resolution to Allow the City of Ashland Vaughn Public Library Submit an Application to the Wisconsin Department of Administration (WI DOA) Non-State Local Projects Grant** (*Library*) Roll
- F. **Approve a Contract between the City of Ashland and MSA Professional Services, Inc. to Assist in the Creation of a City of Ashland Master Parks Plan** (*Parks and Recreation*) Roll
- G. **Approve a Resolution to Partner with Ashland County in an EPA Community Change Grant Application** (*Planning Director*) Roll

8. NEW BUSINESS

- A. **Public Hearing Regarding a Request to Vacate of Undeveloped Right of Way Located at that Portion of 28th Avenue East between Lots Nine (9), Ten (10) and Eleven (11), and Lots One (1) and Two (2), Block Ninety-Seven (97) in the Lake Shore Addition to the North Line of Toll Road; Applicant Kevin Haas** (*Planning*) Roll
- B. **Consideration of a Request to Purchase Three (3) Parcels of City-Owned Land, Parcel Nos. 201-03742-0000, 201-03743-0000, and 201-03744-0000, Zoned Single-Family Residential (R-1). Applicant: Kevin Haas** (*Planning Department*) Roll
- C. **Consideration to Approve an Ordinance to Amend Chapter 978 (1831) Burning of Grass, Leaves, and Garbage, Ashland City Ordinances** (*Clerk*) Roll
- D. **Consideration of an Original Alcohol Beverage License Application from The Union on Main, LLC dba The Union, and Agent Jeanne Aspenson, at 100 West Main Street, Ashland** (*Clerk*) Roll
- E. **Consideration to Approve a Resolution to Recognize World Migratory Bird Day and Renew the Annual Bird City Application** (*Parks and Recreation*) Roll

9. CLOSED SESSION

- A. **PER WI STATUTE 19.85(1)(e) "Deliberating or negotiating the purchasing of public funds or conducting other specified public business, whenever**



competitive or bargaining reasons require a closed session." (514 Main Street West)

B. Return to Open Session

C. Report of Action Taken During Closed Session

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 the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, January 9, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, January 9, 2024 Ashland City Council meeting was called to order by Council President Charlie Ortman at 6:00 p.m.

A. **Roll Call, Moment of Silence and Pledge of Allegiance**

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andrew Goyke, James Gregoire, Charlie Ortman, Dick Pufall.

ALSO PRESENT: City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Library Director Sarah Adams, Planning Director Steven Wiley, and other interested citizens.

2. APPROVAL OF AGENDA

Ortman requested that Item 7D be struck from the agenda as recommended by Wickman.

Seefeldt moved, seconded by Gregoire to approve the amended agenda. The motion passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **December 12, 2023 City Council Meeting Minutes**

Gregoire moved, seconded by Pufall to approve the minutes as presented. The motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Deb Lewis, 722 Chapple Avenue, spoke in support of funding for the library renovations.

Don Jaskowiak, 121 N Willis Avenue, noted his support of placing the referendum question on the April election ballot.

Zygmund Jablonski, 916 6th Avenue West, spoke in regard to the Closed Session topic, and the

ordinance changes on the Committee of the Whole agenda.

Mark Potvin, 517 6th Avenue West, was in favor of funding the library renovations, and the potential referendum.

5. MAYOR'S REPORT

A. **Announcements**

Councilor President Ortman presided over Council in Mayor Mac Kenzie's absence. Ortman mentioned that there would be no February Primary Election held.

B. **Appointments**

Goyke moved, seconded by Seefeldt to approve the reappointment of Axel Peterman to the Sustainability Committee for a term to expire January 9, 2026. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. **Miscellaneous Minutes**

Seefeldt moved, seconded by Pufall approve the Consent Agenda. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. **Consideration of a Resolution Providing for a Referendum Election on the Question of the Approval of an Initial Resolution Authorizing \$4,340,000 General Obligation Bonds for Library Projects** *(Administration)* Roll

Seefeldt moved, seconded by Goyke to approve the resolution to place the proposed referendum on the April 2024 Election ballot. The motion passed 6-1 by roll call vote; Gregoire opposed.

File #17758

B. **Consideration of an Amendment of the City of Ashland Employee Handbook to Re-Define the Work Week** *(Administration)* Voice

Seefeldt moved, seconded by Gregoire to approve. The motion passed unanimously by voice vote.

C. **Consideration of a Request for Change of Agent for Kwik Trip #163, 515 Ellis Avenue, Ashland, Applicant: Timothy Krzych** *(Clerk)* Roll

Goyke moved, seconded by Seefeldt to approve. The motion passed unanimously by roll call vote.

D. **Hearing Regarding Intent to Revoke the Class B Fermented Malt Beverage and Class B Intoxicating Liquor License from the 5th Quarter and Agent, Barbara Allison, Trustee** *(Clerk)* Roll

Removed from the Agenda.

8. CLOSED SESSION

- A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body of strategy to be adopted with the respect to current or likely litigation."** (*Jablonski notice of claim dated December 1, 2023*)

Pufall moved, seconded by Seefeldt to enter into Closed Session. At Kucera's request, a motion was made by Goyke, seconded by Seefeldt, and was approved unanimously to allow Butler to remain during Closed Session. The motion to enter Closed Session passed unanimously by roll call vote.

- B. **Return to Open Session** (Voice)

Seefeldt moved, seconded by Pufall to return to Open Session. The motion passed unanimously by voice vote.

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

Ortman reported that there was no action taken during Closed Session.

Seefeldt moved, seconded by Gregoire to approve to deny the presented claim. The motion passed unanimously by roll call vote.

9. ADJOURNMENT

Goyke moved, seconded by Gregoire to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, January 9, 2024 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, January 9, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:20 p.m.

1. Roll Call

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Andrew Goyke, Jim Gregoire, Charlie Ortman, Dick Pufall.

ALSO PRESENT: City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Library Director Sarah Adams, Parks Director Sara Hudson, Planning Director Steven Wiley, and other interested citizens.

2. Approval of Agenda

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

3. Council President's Report

Ortman had no report.

4. Administrator's Report

Kucera updated Council on a number of items including the progress of the Superior View Cottages, the decision made by the owner of El Tarasco not to pursue construction of a new restaurant, progress of the 514 Main Street West property and the former Baron Radiator site.

5. DISCUSSION ITEMS

A. Discussion and Possible Action Regarding Proposed Amendments to Chapter 501 (1882) Public Right of Way Regulation, Ashland City Ordinances *(Public Works)*

Seefeldt moved, seconded by Pufall to approve to move the item forward for formal approval with a change to section 501.06(d)(2) to state "...may be revoked or denied..." The motion carried unanimously by voice vote.

B. Discussion and Possible Action Regarding the Proposed Creation of Chapter 136 Denial of City Permits, Ashland City Ordinances *(Public Works)*

Gregoire moved, seconded by Goyke to move the item forward to Council for formal approval with minor typo corrections. The motion passed unanimously by voice vote.

C. Discussion and Possible Action Regarding the Purchase of Sewer Televising Equipment *(Public Works)*

Pufall moved, seconded by Seefeldt to move the item forward for formal approval. The motion carried unanimously by voice vote.

D. **Discussion and Possible Action Regarding a Professional Services Proposal from Technical Design Services to Provide Geographic Information Systems Services** (*Public Works*)

Tochterman moved, seconded by Gregoire to move the item forward for formal approval. The motion carried unanimously by voice vote.

E. **Discussion and Possible Action Regarding a Memorandum of Understanding (MOU) between the City of Ashland and the School District of Ashland** (*Parks & Rec*)

Tochterman moved, seconded by Goyke to move the item forward for formal approval. The motion carried unanimously by voice vote.

F. **Discussion and Possible Action to Submit an Application to the Wisconsin Department of Administration (WI DOA) Non-State Local Projects Grant** (*Library Director*)

Gregoire moved, seconded by Goyke to move the request for a \$2.15M reimbursement grant forward for formal approval. The motion carried unanimously by voice vote.

G. **Discussion and Possible Action Regarding the Closure of Tax Increment Districts No. 6 and No. 9** (*Finance*)

Tochterman moved, seconded by Seefeldt to move the item forward for formal approval. The motion carried unanimously by voice vote.

H. **Discussion and Possible Action Regarding Appropriation of Capital Projects Fund 450 for Bretting Community Center Office Addition** (*Administration*)

Seefeldt moved, seconded by Goyke to move the item forward for formal approval. The motion carried unanimously by voice vote.

I. **Discussion and Possible Action to Consider a Resolution to Partner with Ashland County in an EPA Community Change Grant Application** (*Planning*)

Jackson moved, seconded by Seefeldt to move the item forward for formal approval. The motion carried unanimously by voice vote.

6. **Items for Future Discussion**

Ortman stated that he would look at the list to consider items that needed to come to Committee of the Whole for discussion.

7. **Adjournment**

A motion made by Goyke, seconded by Seefeldt to adjourn was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

SUBJECT: Presentation from Millie Rounsville, Executive Director of Northwest Wisconsin Community Services Agency to Update Council on the Homeless Shelter and Transition Housing Facility at 2300 Lake Shore Drive West, Ashland

RECOMMENDATION:

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS: 1. Northwest Wisconsin Community Services Agency, Inc - Ashland Shelter Update January 2024

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Executive Director Millie Rounsville will be present to update Council and answer any questions they may have regarding the progress of the homeless shelter and potential transitional housing facility.

Northwest Wisconsin Community Services Agency, Inc.

SERVING THE COUNTIES OF ASHLAND, BAYFIELD, DOUGLAS, IRON AND PRICE

ADMINISTRATIVE OFFICE
1118 TOWER AVENUE
SUPERIOR, WISCONSIN 54880
Phone: 715-392-5127
Fax: 715-392-5511
www.Northwest-CSA.org



Millie Rounsville, *Chief Executive Officer*

ASHLAND COMMUNITY SHELTER UPDATE January 2024

We have just finished our second year of operations. Overall highlights for this project.

- Continued to increase the number of rooms occupied up to full 21 available. This includes renovating 2 rooms to be 2 ADA rooms
- Replaced all non-functioning windows/doors that were ordered upon property acquisition. This included replacing the front entrance door and a French door to replace the sliding patio door.
- Conversion of one room into the laundry room for guests to use. Maintaining the existing laundry room for bedding/towels by the staff/volunteers. We replaced the stove, fridge and dishwasher in the kitchen.
- Property survey was completed so parking lot could be replaced. Entire lot was removed, manhole installed, grading completed and blacktop installed. We were able to bring parking lot to height of accessible rooms eliminating the need for a ramp.
- Complete update of the electrical; new panels, exit lights, GFI's and removal of hazardous wiring.
- Average daily "head count" is 24 residing at the shelter

Highlights from HMIS Database

106 people/ 55 households served to date

- 12 fleeing domestic violence/30 with a history of domestic violence
- 90 adults and 16 children
- 60 white~34 native~2 black~10 reporting multiple races
- 50 male ~ 52 female ~4 other
- 26 with a chronic health condition (29 physical disability/30 mental health disorder)
- 41 spent night prior in place not fit for human habitation
- 43 have no income/18 employed/30 on disability payments
- 95 have health insurance/63 receive food share
- 6 chronically homeless
- 123 the average number of days per shelter stay
- 71 exited successfully into permanent housing

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:**

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting approval of the following appointments:

Beautification Committee

Beth Allison-Strauss, (reappointment) term to expire February 15, 2028

Elaine Peterson, (reappointment) term to expire February 15, 2028

Board of Canvass

Eric Erickson, (reappointment) term to expire January 1, 2026

Ashland Housing Authority

Stewart Holman, (reappointment) term to expire January 9, 2029



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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Monday Nov 13, 2023 5:00 pm

Ashland City Hall

I. Call to Order

- a) Roll Call: Meghan Salmon-Tumas, Mike Amman, Sara Jackson, Jen Weiler, Axel Peterman, David Ullman
 - a. Excused: Nancy Sztynodor, Kevin Seefeldt, Philomena Kebec
- b) Agenda Modification
- c) Approval of Minutes
 - a. Approval of July 23, 2023 Minutes
 - i. Motion: Ullman
 - ii. Second: Weiler
 - iii. Passes unanimously

II. Public Comment Period

III Information Items

- Parks
 - Campground were closed on Monday Oct 16, 2023
 - Camping revenue will be presented at the next meeting
 - Splash pad Update: bids are expected to go out in December. Contract will be selected by Jan. Construction is expected to begin after June 2024. Rotary is still short some funding
 - Prentice Park Playground – new playground was installed around October 20.
 - Parks Master Plan RFP – City staff sent out Parks Master Plan Request for Proposal on Oct 30, proposals are due Monday November 20. The RFP is attached for you information.
 - Ashland Oredock Redevelopment: Diamond Access Project was completed around October 15, 2023. There is a small punch list that needs to be completed by June 2024 which includes seeding of the area at the end of the 1916 section with native plants.
 - East End Community Park – Pickleball net was purchased and set up in late October. New playground equipment will be installed in the spring 2024.
 - City Staff submitted a proposal to WCMP to assist in updating the City's CORP in 2024, the current CORP "expires" in 2025.
- Recreation
 - Fall programming:
 - Flag Football, Tennis, Gymnastics, No School Days, Mini Masterpiece Mondays, climbing, and Cheer! have been successful.
 - Boo Bash has 300+ participants, Loose Caboose had just over 200 runners
 - Pickleball continues to be VERY popular, we could use more court space and more time to play
 - SPARK and INGITE continue to use our gym space
- Urban Forestry
 - 60 trees were planted in early Nov along 6th St E, 4th Ave W, by AADC and in City parks
 - The City hosted a free Urban Forestry training on trimming and planting with Rich Hauer, formerly of UWSP, on Sept 21. Nine City PW and Parks employees participated in the event
 - Application for the 2024 DNR Urban Forestry Grant was submitted on Oct 2, 2023, this proposal was to continue to treat Ash trees, replanting trees, establishing a gravel bed for tree growth, and updating the City's Tree Management Plan.

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

- Sara is working on update the City's tree map hosted by the WDNR and on the tree removal list for 2024.
- Community Garden
 - Axel will provide us with an update on the Beaser Community Garden
- Other
 - 2024 Budget is attached
 - BRICK Draft MOU to use the CRYCB as a temporary food pantry is also attached while their building is under construction.

VI. Business Items:

Update on the City of Ashland Bike/Pedestrian Plan update

- Ullman shares updated bike plan map. New map highlights five intersections in need of improved crossings. It also includes a proposed bike lane on Third St. W. to divert bike traffic off of Main St.
- Next steps: reach out to area cycling orgs and venues, organize a forum to collect feedback. Possible survey in future. Looking for help.
- Hudson offers staff help, suggests tabling at BATB tent.
- Discussion of costs, which Ullman explains depends upon the frequency of repainting.
- Ullman suggests exploring the designation of pedestrian paths along right-of-ways running East-West south of 11th St W.

Discussion and Action on the Proposed Changes to the 2024 Comprehensive Fee Schedule

- Each November the City Council approves the Comprehensive Fee schedule as part of Codification of Ordinances Chapter 165. Attached are the proposed changes APR is suggestion for fee associated with the department. Suggested changes are in **Red**.
- Jackson recommends not removing any fees
- Ullman suggests moving business fees to vendor section instead of removing it.

Discussion Master Parks Plan RPF Representative

- Attached is the RFP to find a consultant to assist in creating a master parks plan for the City of Ashland. Sara is looking for a representative to serve on the stakeholder committee.
- Master Plan will include development of a land acknowledgement and some budget-relevant specifics about how to implement the CORP.
- Process will begin in late January and finish by end of 2024.
- Amman emphasizes that the Master Plan should complement the CORP, not reinvent it.

Discussion and Approval to Renew Bird City USA Status

- Each January the City needs to renew its Bird City status. City staff is seeking approval from the PRC to continue this membership/award. The Chamber has historically paid the membership/application fee.
 - Motion to renew by Amman
 - Second by Jackson
 - Motion passes unanimously.

Discussion on Updating Policy 603: Youth Sports Policy

- The Youth Sports Policy has not been reviewed since 2012. A copy of the proposed updated policy will be provided at the meeting. Attached is a current policy.

Discussion of progress on building a boat launch at Kreher Park:

- Mayor Mackenzie shares that we have been unable to secure funding for a deep water landing for the boat launch.
- Hudson explains that the Joint Finance Committee recently rejected the funding recommended by the waterways commission (1.4 million); JFC suggested a more limited funding.
- Representatives need convincing that the boat launch would be an asset for the state, attracting boats that otherwise would not stop here.

Find yourself next to the water.



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

- Mackenzie asks if the launch could be relocated or downsized in order to move forward.

V. Next Meeting Date

Monday January 22nd, 2023 at 5 pm

VI. Comments and Questions

VII. Adjourn

- Motion to adjourn by Jackson Second by Ullman, motion passes unanimously

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

SUBJECT: Approve a Memorandum of Understanding (MOU) between the City of Ashland and the School District of Ashland (*Parks & Recreation*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Unanimously approved by Committee of the Whole, January 30, 2024

EXHIBITS: 1. Memorandum of Understanding (MOU) between the City of Ashland and the School District of Ashland

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on (DATE), that the City of Ashland School District is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

City staff worked with the School District of Ashland to update the Memorandum of Understanding (MOU) for use of the Bretting Community Center. The last update was done in 2011. Since that time, many things have changed at both entities. This MOU specifically relates to the high school gymnastics team and their use of the Bretting Community Center for practice, meets, etc. and the use of City equipment for practices and meets.

Memorandum of Understanding (MOU)
Between
the City of Ashland and the School District of Ashland

This Memorandum of Understanding is entered into between the City of Ashland, 601 Main Street West, Ashland, Wisconsin ("City"), and the School District of Ashland, 2000 Beaser Avenue, Ashland, Wisconsin ("SDA").

I. Definitions.

- Gymnastics shall refer to the Ashland High School Gymnastics program whose season runs between November 1 and March 31 annually.
- Special Events shall mean an activity that requires an extraordinary amount of SDA or City assistance for set up, cleanup, security, or coordination for which reimbursement of costs will be required.
- City Property shall mean the Bretting Community Center ("BCC") and all outdoor park and recreation space operated by the City with the exception of the Marina and boat launches.
- City Equipment shall mean the gymnastics equipment at the BCC gymnastics gymnasium that is owned by the City (i.e. high beam, uneven bars, vault table, matting, etc.)
- SDA Equipment shall mean the gymnastics equipment at the BCC gymnastics gymnasium that is owned by SDA (Springboard (1), U mat (1), 8" mat (1) and Hand Placement mat(1)).
- SDA Property shall mean the SDA's gymnasiums, excluding the Ashland High School Fieldhouse.
- School Sponsored Event shall mean an activity taking place on City Property that requires an extraordinary amount of City assistance for set up, cleanup, security, supervision, or coordination for which reimbursement of costs will be required.

II. Understandings. Both the City and SDA are entities whose financial resources are becoming stretched as revenue streams diminish and expenses and needs continue to grow. The ongoing cost of operations of the BCC, City Property, and SDA Property may require user fees to be charged which will require the renegotiation or termination of this MOU.

III. Use of Facilities.

- a. SDA shall have use of the BCC Gymnastics Gymnasium for High School Gymnastics practices occurring between 3:30-8:30 PM and 6:00-7:45 AM for up to 4 evenings/mornings per week at no cost, provided as follows:
 - I. SDA provides adequate supervision for High School Gymnastics;

- II. SDA and the City work together to schedule the use of the BCC Gymnastics Gymnasium during the Gymnastics season;
 - III. SDA and the City will update the equipment usage policy annually;
 - IV. The BCC is not adequately set up for Ashland High School Gymnastics meets but can be available as a Special Event for such purposes. SDA will incur costs associated with the Special Events and SDA will be responsible for the set-up, take down and clean-up of the Special Event; and
 - V. The BCC is available for a SDA Special Event no more than two (2) times per school year.
- b. The City shall have use of SDA Property subject to availability for City use at no cost.
 - c. SDA shall have use of City Property, including the BCC, for SDA Special Events subject to the availability for SDA use at a minimum /no cost.

IV. Scheduling Use of the BCC and other City Property.

- a. The City shall be responsible for scheduling the use of the BCC Gymnastics Gymnasium during the Gymnastics Season via the City's Parks and Recreation Department's registration/reservation system.
- b. The City's sponsored program shall have first priority for the use of the BCC Gymnastics Gymnasium during the Gymnastics season time slot for any day that has not been scheduled by an SDA school Sponsored activity prior to October 15th of each year.
- c. City shall be responsible for scheduling the use of the BCC Gymnastics gymnasium during all other time periods.
- d. City shall be responsible for scheduling the use of other City property.

V. Reimbursement of Expenses

- a. SDA shall have use of the BCC gymnasium or other City Property for a School Sponsored Event without cost provided:
 - I. SDA provides adequate supervision of the School Sponsored Event; and
 - II. The City does not incur additional expenses from opening the BCC or other City Property at times or on days when such property is closed to the public.
- b. City shall have use of SDA facilities without cost:
 - I. For City and School Sponsored activities
 - II. For City sponsored activities provided SDA does not incur additional expenses for operations of SDA facility at times and on days when such property is closed to the public.
- c. Charges for facility use from one party to the other shall not be greater than the actual cost of employees that assisted in SDA or City use of the others' property.

VI. Storage and Usage.

- a. During the Gymnastics season, SDA shall be responsible for storing City Equipment in a safe and secure area when City Equipment is removed from the BCC.

- b. SDA shall use and operate City Equipment only for its intended purpose, in a careful manner and SDA shall not allow anyone other than SDA Gymnastics athletes and their competitors to use City Equipment shared under this Agreement.

VII. Liability.

- a. The City shall be responsible for the repair or replacement of SDA Equipment when such equipment is damaged while in use by anyone other than SDA athletes and their competitors when:
 - I. The SDA Equipment fails during its normal operation;
 - II. The SDA Equipment is being used as intended by the manufacturer; and
 - III. The SDA Equipment has received all required maintenance during its use by SDA.
- b. SDA shall be responsible for the repair or replacement of City Equipment when such equipment is damaged by SDA athletes and their competitors when:
 - I. The City Equipment fails during its normal operation;
 - II. The City Equipment is being used as intended by the manufacturer; and
 - III. The City Equipment has received all required maintenance during its use by the City.
- c. The City and SDA shall determine, in keeping with reasonable judgment, whether damaged /failed equipment shall be repaired or replaced.
- d. In cases where equipment damage is caused by a third party and that party assumes responsibility, SDA shall arrange to have the equipment repaired and shall seek reimbursement from the third party and/or that party's insurance carrier. SDA shall notify the City prior to commencing any repairs caused by a third party, and the City has the right to accept or reject the repairs upon inspection.
- e. After SDA removes and then returns City Equipment from City Property, the Parties shall make an assessment of any excess wear and tear on the City Property, and if excess wear and tear exists, then based on mutual agreement of the Parties SDA will be responsible for the excess wear and tear.

VIII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. An annual meeting will be held with participants from the City and SDA in June of each year to review this MOU.
- B. SDA will schedule this meeting.

IX. EFFECTIVE DATE AND SIGNATURE. This agreement will become effective when approved by the governing boards of both parties as evidenced by the signatures placed on this agreement.

Dated this ____ day of _____, 2023.

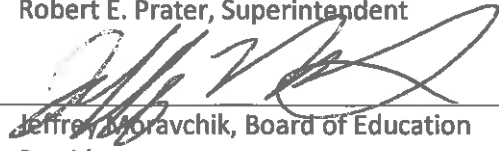
Dated this ____ day of _____, 2023

On Behalf of the City of Ashland

On Behalf of the School District of Ashland

Matt MacKenzie, Mayor

Robert E. Prater, Superintendent

A handwritten signature in black ink, appearing to read 'Jeffrey Moravchik', is written over a horizontal line.

Denise Oliphant, City Clerk

**Jeffrey Moravchik, Board of Education
President**

**Charlie Ortman, City of Ashland Council
President**

SUBJECT: Approve to Close Tax Increment Districts No. 6 and No. 9 as Required by the Wisconsin Department of Revenue (*Finance*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Unanimously approved by Committee of the Whole, January 9, 2024

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Per the Wisconsin Department of Revenue (DOR), a municipality must close tax incremental districts (TID) when all project costs have been recovered. This applied to TIDs No 6 and No. 9.

TID No. 6 is the "donor" district to TID No. 9 which is "distressed". TID No. 6 has been transferring tax increment since 2016 to TID No. 9 which will completely recover its fund balance deficit in 2024. Therefore, both TIDs must close in 2024.

Tax Incremental Districts	TID No. 6	TID No. 9
Creation date:	01/01/1990	01//2006
Beginning equalized value of property in the TID	\$5,659,600	\$2,359,600
Increase in equalized value as of 01/01/2024	\$15,715,000	\$12,611,800
Increment Transfers 2016-2023	Out (\$1,901,330)	In \$1,901,330
Taxes received from inception to 2023	\$5,327,408	\$1,938,891

See exhibits 3 and 4 for more details. TID No. 6 also made transfers to TID No. 7 and No. 8 before these TIDs were closed in 2017.

The closing of these TIDs will require a final audit in 2024. The remaining fund balances will then be distributed to all taxing jurisdictions. The estimated remaining fund balance is \$449,997. DOR recommends basing the distribution on the most recent tax levy proportion without the tax increment. The following is the estimated breakdown:

City	\$ 169,885
County	118,731
School District	155,757
NWTC District	5,584
TOTAL	\$ 449,997

SUBJECT: Approve a Request for an Appropriation of Capital Projects Fund 450 for a Bretting Community Center Office Addition (*Administration*)

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Unanimously approved by Committee of the Whole, January 9, 2024

EXHIBITS:

EXPENDITURES REQUIRED: \$17,000 - Capital Projects Fund 450

AMOUNT BUDGETED: \$0

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Administration is proposing to use \$17,000 from Capital Projects Fund 450 to construct a new office space at the Bretting Community Center for the Parks & Recreation Director. This project is deemed necessary as the director's former office was reconstructed to become a part of the indoor playground.

These funds are available because the facilities master plan projects have come in under budget. Work will be done by city staff and is expected to be completed by mid-winter 2024.

SUBJECT: Approve an Ordinance to Amend Chapter 501 (1882) Public Right of Way Regulation, Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approved by Committee of the Whole, January 9, 2024

EXHIBITS: 1. Proposed Ordinance 2024-1993

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Chapter 501 (1882) Public Right of Way Regulation, governs the public right of way (ROW) and is used as a basis for the administration of permitting processes to allow for construction, improvements and other uses to occur within the ROW.

ROW permits are overseen by the Director of Public Works and administered through a combination of staff from City Hall and Public Works. Public Works staff worked with the City Attorney's office to develop possible amendments to Chapter 501 (1882). The proposed amendments generally concern the following topics:

- Incorporation of an Affidavit of Compliance to ensure that entities working in the ROW adhere to basic requirements established by the state for businesses engaged in construction type activities.
- Clarification on what type of entities are required to file a bond with the City as a form of security for the work to be performed in the ROW.
- Clarification on what types of entities are required to file a certificate of insurance with the City prior to performing work in the ROW.
- Specification on additional requirements for bond security as a condition for future permits in the event that the City needs to pursue a bond claim against an entity who performed work in the ROW.

Authorize the Public Works Department to be more proactive in correcting conditions in the ROW when left in an unsafe or unsatisfactory condition by other entities.

- Specification on the City's authority to prohibit the issuance of future permits due to lack of compliance with previous work in the ROW.

The proposed changes are informed by both the City Attorney's office review of the current ordinance from the perspective of legal counsel, as well as Public Works staff experience in administering the current chapter.

The proposed changes were presented to the Public Works Committee (PWC) at the November 9, 2023 and December 14, 2023 meetings. At the latter meeting, the PWC approved the proposed changes unanimously and recommended them to the City Council for review.

At their January 9, 2024 Committee of the Whole meeting, Council unanimously approved the amendments, and recommended forwarding the item to the next Council agenda for formal approval, with a change in the language in Section 501.06(d)(2) to state as below:

(2) If the violation is not brought into compliance by the time allowed by the Department of Planning and Development, the permit may be *revoked or denied* and may result in no future permit being issued to the permittee.

Sequential Ordinance No. 2024-1993

ORDINANCE TO AMEND CHAPTER 501 (1882) PUBLIC RIGHT OF WAY REGULATION, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of January 30, 2024, for the purpose of amending Chapter 501 (1882) Public Right of Way Regulation, Ashland City Ordinances.

Section I: 501.03 General Provisions

501.03 *shall be amended by adding the following:*

(g) Before a permit may be issued by any City department for performance of any work on or use of City property or a public right-of-way controlled by the City, all contractors and subcontractors performing work under the permit must file an affidavit of compliance provided by the City. A contractor or subcontractor who fails to file the required affidavit of compliance, or fails to meet the affidavit of compliance criteria, shall not be allowed to excavate within, or place any facilities within, over or on any City property or City-controlled right-of-way.

(h) The Director of Public Works or Department of Planning and Development may deny a permit if the applying party has delinquent payments or indebtedness to the City as provided in City Ordinance Chapter 136.

(i) The provisions of this Ordinance apply to the permittee and the permittee's agent, employee, contractor or subcontractor.

Section II: 501.05 Permanent Right-of-Way Permits

501.05(b)(1) *shall be amended by adding the following:*

(h) If applicable, the affidavit required in Section 501.03(g).

And,

501.05(d) *shall be amended to read as follows:*

(d) Revocation.

(1) The Public Works Director may revoke a permit if the permittee or permittee's agent, employee, contractor, or subcontractor is violating or has violated any provision of this ordinance, the permit, or of applicable law.

(2) The process for the revocation of a permit shall be as follows:

(a) The Public Works Director shall issue a written warning specifying the violation and the allowable time to bring the violation into compliance.

(b) If the violation is not brought into compliance by the time allowed by the Public Works Director, the permit may be revoked and may result in no future permits being issued to the permittee. A revocation may also result in no future permit being issued for work to be done by the permittee's contractor or subcontractor.

(c) Under circumstances in which an obstruction of any kind, whether temporary or permanent, presents an immediate public safety hazard, as determined by the Public Works Director, the immediate removal of said obstruction/s may be ordered. If the permit holder fails to remove the obstruction/s, the Public Works Director may physically remove the obstruction, and charge the cost to the permit holder. Upon removal of the obstruction, the permit holder shall be given thirty (30) days in which to salvage the item upon payment of the removal cost and a fee per day for storage. If not salvaged, the item may be disposed of as surplus city property.

(d) Any person whose permit has been revoked may, within ten (10) days of the revocation, file a written appeal of the revocation with the City Clerk. The appeal shall be considered and decided by the Common Council within forty-five (45) days of the filing of the appeal.

Section III: 501.06 Temporary Obstructions on Sidewalks

501.06(a) *shall be amended to read as follows:*

(a) Except as provided in Sec. 501.04, any work or activity within the public right-of-way involving the temporary use of a right-of-way is prohibited without the approval and issuance of a Temporary Right-of-Way Permit from the Department of Planning and Development. Examples of work or activities requiring a Temporary Right-of-Way Permit include but are not limited to the placement of temporary obstructions such as:

- (1) Dumpsters, trash receptacles, and recycling receptacles;
- (2) Barricades;
- (3) Scaffolding;
- (4) Sale display(s);
- (5) Outdoor restaurant or tavern seating or tables;
- (6) Retractable/seasonal awnings;
- (7) Bicycle racks.

And,

501.06(b)(3)(I) *shall be amended to read as follows:*

(b)(3)(I) The bottom of a seasonal or retractable awning shall be at least one hundred (100) inches above grade.

And,

501.06(c) *shall be amended to read as follows:*

(c) The Department of Planning and Development may revoke a permit if the permittee or permittee's agent, employee, contractor, or subcontractor is violating or has violated any provision of this ordinance, permit or of applicable law. Reasons for a revocation, may include, but shall not be limited to, the following:

And,

501.06(d) *shall be amended to read as follows:*

The process for revocation of a permit shall be as follows:

And,

501.06(d)(2) *shall be amended to read as follows:*

(2) If the violation is not brought into compliance by the time allowed by the Department of Planning and Development, the permit may be revoked or denied and may result in no future permit being issued to the permittee.

And,

501.06(d)(4) *shall be amended to read as follows:*

(4) Any person whose permit has been revoked may, within ten (10) days of the revocation, file a written appeal of the revocation with the City Clerk. The appeal shall be considered and decided by the Common Council within forty-five (45) days of the filing of the appeal.

Section IV: 501.08 Revocable Occupancy Permit

501.08(b)(2)(C) *shall be amended to read as follows:*

(C) The Public Works Director shall also submit a request for review and comment to the Historic Preservation Commission if the request affects or may affect a historic structure, site or district; and to the Parks and Recreation Committee if the request affects or may affect park grounds or activities. The Public Works Director shall forward the request, with a recommendation, to the Plan Commission for review and recommendation to the Common Council.

And,

501.08(b)(2)(D) *shall be amended to read as follows:*

(D) After review, the Plan Commission shall forward the issuance of a Revocable Occupancy Permit.

And,

501.08(b)(4)(A) *shall be amended to read as follows:*

(A) No property right is granted in the premises covered by a Revocable Occupancy Permit, and the permit may be terminated for any reason whatsoever upon a finding by the Common Council that such termination is in the public interest. Until terminated, the permit is valid indefinitely;

And,

501.08(b)(4)(C) *shall be amended to read as follows:*

(C) Owner/occupant's use of the premises shall be in compliance with all local, state, and federal laws. Owner/occupant shall obtain all permits required by local, state or federal authorities required for the use of the premises;

And,

501.08(b)(4)(E) *shall be amended to read as follows:*

(E) The owner/occupant shall agree to assume the premises in an "as is" condition and shall be responsible for any improvements and maintenance;

Section V: 501.09 Public Utility Right of Way User Registration

501.09(c)(1) *shall be amended to read as follows:*

(1) Applicant shall have a non-exclusive use of the premises;

And,

501.09(c)(9)C *shall be amended to read as follows:*

C. Be fenced or guarded (if required by permit) in a manner which ensures public safety; and

Section VI: 501.10 Bond and Insurance

501.10 *shall be amended to read as follows:*

(a) All contractors and subcontractors submitting an application for or performing work under a Right of Way permit shall also provide or have on file with the Public Works Department security in an amount determined by the Public Works Director or Designated Authorized Agent to be sufficient to protect the City's interests in the event of a failure of the contractor or subcontractor to comply with all requirements under the law and under any applicable permit. Unless otherwise specified by the Director of Public Works due to the specific circumstances of a situation, the required security shall be a \$500 cash deposit for a single permit, held for a one year period or a \$5,000 bond for all permits obtained within a one year period. The Director of Public Works may increase the required bond amount due to the specific circumstances of a situation, including but not limited to, the proposed work and other permits which the contractor or subcontractor has been issued or is working under. If the City makes a bond claim against a contractor or subcontractor or if the contractor or subcontractor has a conviction for a Right of Way permit violation in the last five (5) years, then the required bond amount may be doubled for all future permits that the contractor or subcontractor applies for or works under.

(b) No permit, registration or agreement shall be issued for work to be performed by any contractor or subcontractor as described in par. 501.10(a), immediately above, until the applicant or contractor or subcontractor has filed with the Public Works Department proof of insurance, held either by the owner or the contractor or subcontractor, for general liability, in an amount no less than determined by the Public Works Director or Designated Authorized Agent to be sufficient to protect the interests of the City and its residents. Unless otherwise specified by the Director of Public Works due to higher or lower than ordinary risks, the limits of liability shall be no less than \$1,000,000 per occurrence and \$2,000,000 cumulative for personal injury, death, and property damage and shall be provided for on a certificate of insurance listing the City of Ashland as additional insured.

Section VII: 501.11 Violations and Penalties

501.11 *shall be amended to read as follows:*

(a) Any work, use, or activities within or placement of any obstruction or structure encroachment into or within any public rights-of-way owned or controlled by the City of Ashland, not in strict adherence with this ordinance, is prohibited.

(b) Failure to comply with the provisions of the approval or permit shall give cause for the City to terminate the registration or permit, and require the owner or permittee to take immediate action to clear the right-of-way to a safe condition. If the owner or permittee fails to take action within the time required by the City, the City may take such action and charge the cost of such action to the permittee. If the protection of public health or safety requires immediate action to be taken, the City may, without notice, take such action and charge the cost of such action to the permittee. The cost thereof shall be a special charge on the property benefitted by the work allowed under the permit and shall be added to the taxes levied against the property.

(c) All permit fees shall be quadrupled for any work, use, or activities within a public right-of-way performed without the issuance of a permit. Such fee shall not release the applicant from full compliance with this ordinance nor from prosecution for violation of this ordinance.

(d) Any person who violates any provisions of this ordinance shall pay a forfeiture of not less than fifty dollars (\$50.00) nor more than one-thousand dollars (\$1,000.00) per violation. Each day that the violation exists shall be a separate offense. In addition, the violator shall pay the City of Ashland the reasonable costs of prosecuting the action, including a reasonable attorney's fee.

(e) Failure to comply with the provisions of this ordinance, approval, permit or applicable law may result in the revocation of any permits issued under this ordinance and the prohibition of the issuance of additional permits. A revocation may also result in no future permit being issued for work to be done by the permittee's contractor or subcontractor.

(f) A violation of City Ordinance Chapter 123 shall count as a violation towards revocation of a permit under City Ordinance Chapter 136.

(g) Any failure by a permittee to fully perform the work required by the terms of a permit shall give the City the right to complete the work on the permittee's behalf, and charge the cost thereof to the permittee. The cost thereof shall be a specific charge on the property benefitted by the work allowed under the permit and shall be added to the taxes levied against the property.

(h) The penalties and remedies provided for in this section are cumulative. The pursuit by the City of one penalty or remedy does not preclude the pursuit of other penalties or remedies.

(i) The permittee and the permittee's employee, agent, contractor or subcontractor may be held liable for violations under this ordinance.

Section VIII:

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

PASSED: January 30, 2024
PUBLISHED: February 6, 2024

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve an Ordinance to Create Chapter 136 (2024-1994) Denial of City Permits, Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approved by Committee of the Whole, January 9, 2024

EXHIBITS: 1. Proposed Ordinance 2024-1994

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Chapter 136 is proposed as a new City Ordinance for the purpose of establishing criteria by which the City may deny a permit to an applicant. These criteria consist of delinquent payments to the City, fraud or misrepresentation on a permit application and violations of City permits.

Delinquent payments include delinquent taxes or outstanding assessments, forfeitures, charges or other types of indebtedness owed to the City. The City would have the ability to deny an application for a City permit until the delinquency or indebtedness was paid in full.

The City would also have the ability to deny an application for a City permit if the department head of the department issuing the permit determines that an applicant has included fraudulent information or has misrepresented information on the application. The applicant would have the ability to appeal such a determination to the City Council.

Finally, the City would also have the ability to deny a permit application if, in the judgment of the City Administrator, an entity is determined to have violated a condition of an applicable City permit. In the event of a violation, the City Administrator would have the ability to revoke all current City permits and prohibit the party who violated the permit from obtaining additional City permits for the time periods prescribed, depending on the specific number of violations. Note that the City Administrator would need to determine that a specific entity has violated a condition of a City permit at least two (2) times before revocation of current permits or

prohibition of additional permits,

The proposed ordinance was presented to the Public Works Committee (PWC) at the November 9, 2023 and December 14, 2023 meetings. At the latter meeting, the PWC approved the proposed ordinance unanimously and recommended it to the City Council for review.

At their January 9, 2024 Committee of the Whole meeting, Council unanimously approved the ordinance, and recommended to forward to the next Council agenda for formal approval.

Sequential Ordinance No. 2024-1994

ORDINANCE TO CREATE CHAPTER 136 (2024-1994) DENIAL OF CITY PERMITS, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of January 30, 2024 for the purpose of creating Chapter 136 (2024-1994) Denial of City Permits, Ashland City Ordinances.

Section I

Chapter 136 (2024-1994) Denial of City Permits *shall be created to read as follows:*

136.01 General Application

This Ordinance shall apply to all permits issued by the City.

136.02 Delinquent Payments

The City may deny a permit to an applicant if the applying party has any delinquent real or personal property taxes, any outstanding assessments, forfeitures, utility charges or indebtedness owed to the City of Ashland until the delinquency or indebtedness is paid in full. This section does not apply to deferred real estate taxes or utility bills that have been sent but are not past due.

136.03 Fraud or Misrepresentation on Permit Application

A City permit may be denied or revoked if the application for the permit contains fraud or misrepresentation. Fraud or misrepresentation on the application for a City permit shall be considered a violation of this ordinance and the permit shall be revoked or application denied. A determination by the department head of the department issuing the permit that an application contains fraud or misrepresentation shall count as a violation under Section 136.04, with the applicant having the right to file a written appeal of the determination to the City Council within 10 (ten) days of the notice. On such appeal, the burden shall be on the City to establish the fraud or misrepresentation by a preponderance of the evidence. The appeal shall be considered and decided by the Common Council within forty-five (45) days of the filing of the appeal.

136.04 Violations of City Permits

(a) If the City Administrator determines that a permittee or the permittee's employee, agent, contractor or subcontractor has violated a condition of a City permit, the City Administrator may revoke all current City permits for the violating party and prohibit the party who violated the permit condition from obtaining additional City permits for the following time periods:

- (1) Six (6) months for two violations
- (2) One (1) year for three violations
- (3) Two (2) years for four violations

(b) The number of violations shall be measured as occurring in one (1) calendar year by violation date. The prohibition period shall be measured from the date the permit is revoked.

(c) Any violations or performance of unpermitted work during the prohibition period shall result in an indefinite prohibition of City permits requiring a request to the Common Council to reinstate the privilege to obtain City permits.

(d) A party may appeal the decision to revoke or deny a permit by written appeal within ten (10) days of the date of revocation or denial. The appeal shall be considered and decided by the Common Council within forty-five (45) days of the filing of the appeal.

Section II

Effective Date. This ordinance shall take effect on the day after publication.

PASSED: January 30, 2024

PUBLISHED: February 6, 2024

ATTEST:

Aldersperson

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

Approved as to Form:

Tyler Wickman, City Attorney

SUBJECT: Approve the Purchase of Sewer Televising Equipment from Envirotech Equipment (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approved by Committee of the Whole, January 9, 2024

EXHIBITS:

1. Envirotech Equipment Quote for Software
2. Envirotech Equipment Quote for Install and Equipment

EXPENDITURES REQUIRED: \$134,382.00 Equipment Quote
 15,795.00 Software Quote
 \$150,177.00 Total

AMOUNT BUDGETED: \$ 90,000.00 Fund 690 Wastewater Utility Fund Balance

APPROPRIATION REQUIRED: \$ 60,177.00 Fund 690 Wastewater Utility Equipment Replacement

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 51: Unanimously approved by Committee of the Whole, January 9, 2024

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Wastewater Utility owns a trailer outfitted with sewer televising equipment originally purchased in 2011. The equipment is used for satisfying a DNR requirement as part of their Capacity, Management, Operation and Maintenance (CMOM) Program to televise a minimum of 5% of the City's sanitary sewer collection system per year, which equals to approximately 14,000 feet, as well as using the equipment for general exploratory viewing, identifying issues that arise within the system. This equipment is also used to rate the overall condition of each section of pipe. The pipes are rated to a national standard using the NASSCO rating system. This rating system is used to determine if a section of pipe is in overall good condition, if it needs to be lined to prevent leaks, or if the pipe ultimately needs to be replaced.

Current camera equipment is obsolete and will not work with modern software, restricting staff to only using it for exploratory purposes or determining the cause of a sewer backup. This has led the department to hire out televising and pipe rating to a private contractor at a cost of \$0.75 per foot of pipe. The ratings give us a standard for allocating funding for upgrading sewer pipes. With the new software, the employees can perform the pipe ratings post televising, leading to increased productivity in the field and less time impeding traffic. Two employees within the Utility department currently hold the NASSCO certification.

Staff identified two vendors that are able to upgrade all software and equipment to utilize the current trailer and generator, preventing the need to purchase a new vehicle to house the new equipment. Proposals were received from Envirotech Equipment and Cues Inc. with staff choosing Envirotech because they offer equipment, software, and tech support from their Wisconsin location.

The Utility department recommends approval to purchase televising software and equipment from Envirotech Equipment for the amount of \$150,177.00. The department would be able to immediately utilize the equipment for their needs in 2024, which would include completing the 14,000 feet of sewer main televising required by the City's CMOM.

The Utility budgeted for this expense in 2023, with \$90,000 available at year end. These funds remain available in pooled cash along with an additional \$60,177 needed to fund the proposed purchase. The Utility will see savings in the annual operations and maintenance budget as sewer televising is developed as an in-house task starting in 2024.

At their January 9, 2024 Committee of the Whole meeting, Council unanimously approved to move this item forward to the next Council agenda for formal approval.



19750 Edgewood Dr
Lannon, WI 53046
T: 800-381-9134
F: 262-264-0725
E: support@envirotechequipment.net

Customer

Jack Schuster
Ashland Wastewater
2020 6th Street E
Ashland, WI 54806

Quote No. 22-0022038

Date: 8/22/2023

Terms: Net 30

Delivery: Best Method

FOB:

Item	Ordered	Description	Price	Total
VSP00200	1	IBAK Evolution - Vehicle Software	14,625.00	14,625.00
IKAS Evolution Support	1	Ongoing Updates and support By phone or Online Via Team Viewer automatic renews yearly	1,170.00	1,170.00

***Providing Customer Satisfaction
Through Trusted Partnerships***

Note: Any and all shipping and sales tax will be added to this invoice.

Sub-total	\$15,795.00
Tax ()	0.00
Total	\$15,795.00



19750 Edgewood Dr
Lannon, WI 53046
T: 800-381-9134
F: 262-264-0725
E: support@envirotechequipment.net

Customer

Brian Ledin
Ashland Wastewater
2020 6th Street E
Ashland, WI 54806

Quote No. 22-0021315

Date: 6/13/2023

Terms: Net 30

Delivery: Customer Pickup

FOB:

Item	Ordered	Description	Price	Total
IBAK System	1	IBAK System Installed in customer's existing trailer to include the followig: (1) Orion Zoom Pan & Tilt Camera (1) V9040012 Camera Base (1) V1974005 BS3.5 Controller (1) KW305.2 Powe Cable Reel with 1000' of cable (1) Rack mounted computer , (3) Monitors , Video Capture Device See component list for great detail	107,397.00	107,397.00
T76 Tractor	1	T76 Tractor , (1) V9040012 Camera Base, (1) Remote Elevator , (1) 904401491 6" and larger carbide wheels (1) 900406691 set carbide wheels 8" and larger Install to be done at Envirotech Equipment in Lannon WI	36,985.00	36,985.00
Trade In	-1	Trade In of Customer Current Aries Equipment	10,000.00	(10,000.00)

***Providing Customer Satisfaction
Through Trusted Partnerships***

Note: Any and all shipping and sales tax will be added to this invoice.

Sub-total	\$134,382.00
Tax ()	0.00
Total	\$134,382.00

SUBJECT: Approve to Accept a Professional Services Proposal from Technical Design Services to Provide Geographic Information Systems Services (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approved by Committee of the Whole, January 9, 2024

EXHIBITS: 1. Technical Design Services - GIS Services Proposal

EXPENDITURES REQUIRED: \$ 5,000.00 Public Works Engineering Professional Services
\$ 34,290.00 Fund 680 Water Utility
\$ 34,290.00 Fund 690 Water Utility
\$ 73,580.00 Total Proposal Cost

AMOUNT BUDGETED: \$ 15,000.00 Public Works Engineering Professional Services
\$ 34,582.50 Fund 680 Water Utility
\$ 34,582.50 Fund 690 Water Utility
\$ 84,165.00 Total Budget

**APPROPRIATION
REQUIRED:** \$ 0

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on January 17, 2024, that Technical Design Services is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: Unanimously approved by Committee of the Whole, January 9, 2024

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

At the December 13, 2022 meeting, Council approved an agreement with Technical Design Services (TDS) for Geographic Information System (GIS) services. GIS services are essential for the Public Works Department primarily, and specifically the Water and Wastewater Utilities, but other departments such as Planning, Clerk, and Parks & Recreation also rely on GIS services. The scope of the services provided by TDS include making modifications to city web-based maps, updating parcel info from Ashland County, integrating sewer televising videos and infrastructure condition ratings, and maintaining detailed records of underground utilities. A GIS Specialist provides services for approximately 20 hours per week while a GIS Manager provides additional support on an as-needed basis.

Staff have been satisfied with the services provided by TDS and would like to renew the contract for 2024. The hourly rates charged by TDS remain unchanged from 2023 and the availability of staff has been sufficient to meet City needs.

At their January 9, 2024 Committee of the Whole meeting, Council unanimously approved to move this item forward to the next Council agenda for formal approval.

231 E Superior St, Ste 201 Duluth, MN 55802 • Phone: 218-216-1112
Email: info@tdsmn.com • Website: www.tdsmn.com

December 27, 2023

Mr. John Butler, P.E
Public Works Director
City of Ashland
2020 6th St E
Ashland, WI 54806

Dear Mr. John Butler:

As indicated, the City of Ashland has expressed a desire to acquire GIS services to meet their projected needs.

This correspondence outlines the complete scope of work requested and applicable estimated fees for our GIS services.

OBJECTIVE

Provide GIS services as outlined below.

SCOPE OF SERVICES

- Maintain existing GIS system as requested by client (i.e. fix, make modifications to web maps, obtain and re-publish parcel info from County)
- Add as-built, mainly buried utilities, info to existing GIS system (seasonal, end-of-summer-construction work)
- Implement enhancements to existing GIS system (i.e. add a numbering system to our water control valves)
- Integrate field survey and/or mapping data (collected & provided to TDS) into GIS system
- Create paper maps for client as request (i.e. map of sewer mains replaced, map of modified City voting districts)
- Provide higher level work, as TDS time and City budget allows, including integrating sewer videos and condition ratings (collected & provided to TDS) into Infiltration and Inflow (map) and review/clean up of Cadestral layer (part of basemap)

TO: Mr. John Butler
RE: GIS Services

PROFESSIONAL FEES

Service fees will be based on hourly rates. If overtime rates become applicable, in the case of the GIS Manager, rates will be at 1.5 times the regular rate.

Coverage period to be January 1st, 2024 – December 31st, 2024 (Fifty-two weeks) with a minimum of 20 hours commitment of GIS Specialist services.

Estimation of hours listed below are based on regular rates.

	<u>Rates</u>	
GIS Specialist	\$ 65.00	
GIS Manager	\$115.00/\$172.50	
	<u>Hours</u>	<u>Cost</u>
GIS Specialist	1040	\$67,600.00
GIS Manager	52	<u>\$ 5,980.00</u>
ESTIMATED TOTAL FEES		\$ 73,580.00

I appreciate your time and consideration to this proposal and look forward to meeting your GIS services needs.

Sincerely,



Troy D. Schultz

SUBJECT: Approve a Resolution to Allow the City of Ashland Vaughn Public Library Submit an Application to the Wisconsin Department of Administration (WI DOA) Non-State Local Projects Grant (*Library*) Roll

RECOMMENDATION: Approve applying for a \$2.15 DOA Local Projects Grant for the Vaughn Library Renewal Project, Phase One.

DEPARTMENT OF ORIGIN: Library

CLEARANCES: Approved unanimously by Committee of the Whole, January 9, 2024.

EXHIBITS:

1. Proposed Resolution No. 17761
2. Non-State Grant Program Overview

EXPENDITURES REQUIRED: If the grant is successful, expenditures will be \$4.3M with \$2.15M reimbursement. Funds from the Friends of the Vaughn Library, Library fundraising and the Vaughn Library Foundation will augment the expenditures.

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Department of Administration's Grants for Local Projects is an opportunity to fund the Vaughn Library Renewal Project. The grant initiative is dedicated to supporting non-state organizations in their pursuit of construction projects that benefit the broader public. The City of Ashland would be applying to the building commission on behalf of the Vaughn Library. The grant request is for \$2.15M for Phase One of the Vaughn Library Renewal Project.

Because this is a grant for projects that have "profound public purpose" and long term impact, the grant focuses on essential library space necessary to bring the library to the 21st Century. I recommend applying for the \$2.15 amount to complete Phase One of the Vaughn Renewal.

RESOLUTION No. 17761

RESOLUTION IN SUPPORT OF GRANT FUNDING THE VAUGHN PUBLIC LIBRARY RENOVATION

WHEREAS, as November 1888, the Vaughn Building opened with a free library on the second floor and commercial space on the first floor. Over the years, a variety of commercial tenants have existed in the building. But, for the last 135 years, the public library has been and continues to be the heart of the building on the corner of Vaughn and Main; and

WHEREAS, the last capital investment in the building was in the early 1980s. This plan created space for an elevator, shifted the entrance to Vaughn Ave, reduced the size of the children's area, enclosed the stairway connecting the first and second floor and added a series of small rooms to accommodate the Historical Museum on the second floor; and

WHEREAS, after 40 years of public use, the Vaughn Building is again in need of capital investments to address failing systems and best meet changing community use of the building. A 2018 structural and mechanical analysis of the building concluded the electrical, plumbing, lighting and HVAC systems and the windows are all due for replacement. The study also confirmed the capacity of second floor structures to support library material shelving. Based on professional and public input, Engberg Anderson Architects, led by Alexandra Ramsey, have designed schematic floor plans for a three-floor renovation, and including a cost estimate; and

WHEREAS, features of the renovation begin with basic capital improvements; addressing code compliance, introducing energy efficiencies, waterproofing the foundation, adding fire protection, electrical service upgrades, tuckpointing and life-cycle window replacement. All these improvements contribute to the health, safety, security and sustainability of the Vaughn Building; and

WHEREAS, to further invest in the Vaughn as a destination library and a cornerstone of the Historic 2nd Street District, the renovation design includes plans to reopen the Main Street entrance and move the Vaughn entrance to its original place under the brownstone arch. A central open stairway connecting the first and second floors will welcome everyone to all parts of the building, making better use of the building space, and

WHEREAS, it is understood the continued deferred maintenance of essential Vaughn Library building systems will result in costlier replacements over time, loss of public dollars due to heating, cooling and lighting inefficiencies and at worst will create an expensive, cobbled approach to addressing crisis repairs.

THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Ashland hereby supports the renovation of the Vaughn Building; acknowledging the obligation of the Common Council of the City of Ashland to be stewards of municipal assets and understanding a revitalized Vaughn Building is an essential part of re-making Downtown into a play, work, stay space attractive to all generations and one of the priorities of Ashland's Comprehensive Plan.

FURTHER BE IT RESOLVED, that the Common Council of the City of Ashland commits to funding the essential library services or phase one of the renovation plan, augmented by \$2.15M in grant funding from the Wisconsin Department of Administration Grants for Local Projects program.

PASSED: January 30, 2024

ATTEST:

Councilperson

Denise Oliphant, City Clerk

Mathew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Non-State Grant Program Overview:

Welcome to the Grants for Local Projects program, a transformative initiative dedicated to supporting non-state organizations in their pursuit of construction projects with a statewide public purpose. We are excited to collaborate with you to create a positive impact in communities across Wisconsin.

Program Details:

The program was established by 2023 Wisconsin Act 19, which provides:

Purpose: The program offers funding to non-state organizations for construction projects that benefit the broader public.

Match Requirement: To be eligible for a grant, non-state organizations must secure funding from non-state revenue sources covering at least half of the total project cost.

Accountability: If a grant-funded project deviates from its public purpose, the state will retain ownership interest in the space equivalent to the grant amount.

Logistics: The Department of Administration will review and approve construction project plans before a grant is awarded by the Building Commission. Upon award and a fully executed grant agreement, the Department of Administration will disburse the grant funds as a proportional share of actual costs (i.e., reimbursements) for design and construction expenses.

Questions

Public Purpose - Your organization's mission and goals should resonate with the broader public purpose of our grant program. We encourage you to articulate how your project aligns with the public purpose categories.

This application is for a cultural grant to upgrade and revitalize Ashland's Vaughn Public Library in Ashland Wisconsin. Built in 1888, the Vaughn enriches public learning for 135 years as a public library. This valued community resource has not seen any major capital investment for over forty years and the building's health, safety and sustainability are at risk. It is overdue for replacement of outdated electrical, plumbing, HVAC and fire protection systems and needs critical foundation repair, facade updates and energy efficiency upgrades.

Library staff, the Friends of the Library, the Vaughn Library Foundation and community members invested time, funds and energy into creating the Vaughn Library Renewal Plan to address all the needed capital investments for safety, energy efficiency, and modernization. The Vaughn Library Renewal Plan honors and implements the Library's Mission and goals.

The Vaughn's **mission** is to provide open access to information, materials and services in a welcoming physical environment that supports, connects and empowers all community members through dynamic collections, applied technology, professional librarianship and compassion. The **goals** are as follows:

Community:

- To build community through services to all residents of the City of Ashland and the surrounding region
- To provide a physical environment supportive of collaboration, individual enrichment and group learning that reflects the Ashland area in a commitment to sustainability and the natural world, art and history
- To provide a technical infrastructure conducive to 21st Century learning and networking

Collections:

- To acquire and make available to all residents; books, periodicals, audiovisual and digital media to address their needs to; a) become well informed, b) locate answers to important questions, c) cultivate imaginative and creative expression, d) develop skills for career and vocational advancement and e) enjoy leisure reading, viewing, listening and learning

Service:

- To maintain a program of service which locates information, guides reading, organizes, and interprets material for people of diverse backgrounds, and stimulates thinking and intellectual development in individuals of all ages
- To strive consistently to discover new methods and improvements for better service to the library community
- To provide continuous professional training and development of library staff

Project Need - Clearly illustrate the specific and significant need your project addresses within your community. Providing relevant data and real-life examples can strengthen your case.

Investing in the historic Vaughn building is needed to revitalize Ashland's Main Street and maintain the library as a cornerstone of the Historic 2nd Street District. Dedicated in 1888, the Vaughn Library was a gift to the growing city of Ashland from Emeline Vaughn, whose vision was "A literary and social center of the city where people from all walks of life may find mental food." Today, 135 years later, the Vaughn Public Library is Wisconsin's oldest library building still serving its original purpose. As a cornerstone of historic Main Street, the Vaughn Library welcomes residents and visitors, and continues to address Emeline Vaughn's vision.

Not since the 1980s has there been a major capital investment in the Vaughn and the health, sustainability, and safety of the building are at risk. A 2018 structural analysis of the building concluded the electrical, plumbing, lighting, and HVAC system are all due for replacement or repair. Additionally, the building needs critical foundation and cascade repairs and energy efficiency updates. The Vaughn Library Renewal plan is based upon results of a 3-year process led by a Steering Committee comprised of local leaders and library advocates who gathered input from architects, community surveys, focus groups, and town halls. The plan is comprehensive, addressing all deficiencies and needed improvements. Based

on professional and public input, the library has obtained a design schematic for a three-story renovation.

The renovation begins with Phase 1 capital improvements to the first and second floors; addressing code compliance, introducing energy efficiencies, water proofing the foundation, adding fire protection, electrical service upgrades, tuck pointing, life cycle window replacement and adding a cost saving solar array. The Vaughn's historic connection to the past is also celebrated in the renovation. Phase 2 includes plans to reopen the Main Street entrance and return the Vaughn entrance to its original place under the brownstone arch. Creating a central open stairway connecting the first and second floors opens the library area, making better use of the building space for community meetings, programs and classes.

Features of the Expanded, Revitalized Vaughn Library:

- The best of traditional library strengths and services combined with innovative 21st century technology
- Design that celebrates and re-introduces historic features of the building
- Welcoming entrances, more collaborative space, increased comfortable seating and easier browsing
- A connected first and second floor for better access and flow
- A large third floor space with views of Chequamegon Bay for gatherings of up to 100 people
- Two meeting rooms, a digital lab and a flex space adjacent to a demonstration kitchen
- New Reading Room with fireplace, welcoming the community to comfortably read, chat with neighbors or attend library programs
- A Children's library with intentionally designed spaces for toddlers, preschool and grade school children, including an interactive play area for drop-in activities or scheduled story hours
- Multi-use spaces with moveable desks, bookshelves and comfortable seating
- Intentionally designed warm, welcoming, open and vibrant spaces full of natural light

The Benefits:

- Improved efficiencies in lighting, heating and cooling, electricity and connectivity
- A welcoming community gathering place inspiring exploration, creativity and collaboration
- Maximized use of the building for large community events, small-group work and learning
- More space for library collections with easier access for browsing and discovery
- Meeting space with built in technology to support dynamic communications
- A robust wireless and wired network and hardware for those who need access for employment, school and connecting with friends and family far away
- Improved security through centrally located librarians, more visibility and open space

Continuing to delay this project means prolonged wear on systems already overdue for replacement, continued non-compliance with some federal and state building codes, loss of public dollars to heating and cooling inefficiencies and at worst, a cobbled approach to addressing repairs that limits the library from serving as a community crossroads that enriches the cultural, educational and economic life of the area.

Impact - Describe how your project will create a meaningful impact on the lives of the people it serves. Explain the positive changes your project aims to achieve and the long-term benefits it will bring to the community.

The Vaughn Library Renewal will impact the lives of people in the community by combining a focus on a historic connection to the community with a modern 21st century building and library. An updated, safe and energy efficient modernized library will enhance our ability to better serve as a gathering place — a commons for the citizens from all walks of life in the Chequamegon bay area — enriching the cultural, intellectual and economic life of area through connection, interaction and active learning. It will bring together the best of the physical and digital to create an inviting, comfortable learning hub that supports technology, hands-on activities, small and large-group learning, collaboration and individual study.

The revitalized and updated building and library will be well-designed, well-lit, welcoming and will offer new services and modern conveniences. Connecting the first and second floors will assure maximum use of the floor plans and adding more space for meetings and community outreach. A robust collection of books, printed materials and videos, as well as expanded digital resources will meet the evolving demands of an increasingly tech-savvy population. In summary, the renewed Vaughn Library will be a bright, responsive, attractive, inviting and engaging space where residents of the Chequamegon Bay area will be eager to gather, learn and find inspiration. Savings in public dollars currently lost to heating, cooling and lightning inefficiencies will be accrued, and the building will be compliant with federal and state building codes.

Viability - Outline your plans for sustaining the project beyond the grant period. Detail your strategies for financial sustainability, community engagement, and ongoing management to ensure the project's long-term success.

The Vaughn building has operated as a public library for 135 years. The tradition of library service is strong in Ashland and the Chequamegon Bay. Both Ashland and Bayfield Counties and the City of Ashland provide the primary operating funds for the Vaughn Public Library. For 40 years the Friends of the Vaughn Library have provided

support, programming and advocacy for the Vaughn Library. The Vaughn Library Foundation is another long-standing entity that provides annual gifts to the library for special programs such as the VPL Book Trike. This county, municipal, private and non-profit convergence of support provides a strong foundation for sustaining library service in Ashland.

The Vaughn librarians diverse team includes leadership experience of a combined 50 years working alongside librarians just beginning their careers. Mentorship, formal and informal training create a robust organizational culture at the Vaughn. The current library director was the project lead for the construction of the new St. Croix Falls Public Library, opening in 2009 and was intentionally hired in Ashland to oversee the renewal of the Vaughn Library. The librarians engage the community through dynamic programming such as themed Family Nights, Trivia, DND, Sip & Swipe Technology Workshops, Bike Scavenger Hunts (based on literary characters) and of course Story Time and Summer Reading for all ages. Partnerships with other City of Ashland departments, the school district and neighboring librarians expands the reach of library services.

Capacity - Showcase your organization's capability to successfully execute the proposed project. Highlight your team's expertise, facilities, and past experiences that demonstrate your ability to carry out the initiative effectively.

All team members have worked on successful facility building projects and are enthusiastic to steer the Vaughn Renewal Project through to the grand opening. The City of Ashland has completed two successful municipal building projects in the last ten years. The Fire Station built in 2016 and the Police Facility built in 2021. Finance Director Julie Vaillancourt expertly managed the funding sources and led her team in efficient and detailed processing, recording and reporting of all revenues and expenses related to both building projects. Ashland City Administrator Brant Kucera has over 20 years of experience managing small communities. Kucera holds an undergraduate degree in geography from the University of Idaho and a graduate degree in public administration from Northern Michigan University. He has experience with large capital projects in various communities, including the construction of an outdoor aquatics center, the adaptive reuse of a former school into a community center and most recently the construction of a new police station in Ashland.

Vaughn Library Director was the project lead for the new St Croix Falls Public Library building completed in 2009. This project turned a blighted former grocery store on Main Street into an award-winning library space suited to meet community needs for the next 50 years, including solar and in-floor radiant heat. Adams had the privilege to see the project through from the initial site analysis to final walk throughs with the contractor to the dedication event. Alex Ramsey, principal architect at Engberg Anderson Architects is the lead architect working on the renewal project. Ramsey's experience ranges from the small Lake Express Ferry Terminal to the over 150,000 sf Central Library in Evansville, IN. Recent projects include the Cedarburg Public Library, The Wells Building

in Milwaukee and the UW-Madison Campus Libraries Facilities Masterplan. Cedar Corporation, a community infrastructure planning and engineering firm completed a building analysis in 2018. Their work identified specific facility challenges and opportunities the Renewal Project addresses. The Ashland team has both experience and expertise in bringing municipal building projects from the initial idea phases to bidding and construction and to operations.

Local Support - Demonstrate the backing and endorsement your project has garnered from the local community. Share evidence of community involvement, support from local government, businesses, or community organizations, indicating that your project is welcomed and embraced by the community.

Elected officials, educators, service providers, businesses and community stakeholders all participated in the development of the Vaughn Library Renewal Plan and recognize the benefits of investing in a public building which serves as a community gathering place and information center.

The Common Council of the City of Ashland on November 14, 2023 unanimously passed a Resolution supporting Phase 1 of the renovation, acknowledging their obligation to be stewards of municipal assets and understanding a revitalized Vaughn Building is an essential part of remaking downtown into a play, work, stay space attractive to all generations, and meets goals of the Ashland Comprehensive Plan.

In 2021, during the design phase of the project, community members participated in focus groups to help guide the architect and the building steering committee in the development of the Renewal Plan. Held at the library, at City Hall and at the elementary school, these workshops provided input on what the library should keep, toss, improve and add to its program both in physical design and in services. Each revision of the floor plans was shared publicly and then revised again based on public input, until the current schematic plans were determined to best meet library use needs.

The Friends of the Vaughn Library, an advocacy and support organization for the library, is a 501 (c) 3 group, established in 1982. The Friends have over 50 members and an active leadership board. The Friends are financially stable and plan on gifts and community challenge grants to help fundraise for portions of the project.

Community organizations, educators and service agencies as well as local small businesses depend on the library space to fulfill their missions and grow their capacity. Young entrepreneurs and students use the study rooms to elevate their abilities and success for the future. The Vaughn's four meeting rooms are occupied an average of one hundred times per month. This project will expand meeting room access for the

community, a need expressed repeatedly during the design development phase. The library uniquely provides space for groups ranging from the Girl Scouts to Trout Unlimited to NAMI (National Association of Mental Illness) to Lake Superior Tutoring to come together to lay the foundations of civic work with in the Chequamegon Bay Area.

Given the constraints of the available funding, the state may opt to issue partial grants. Please elaborate on the potential ramifications of receiving a partial grant and outline your proposed strategy for addressing any funding gaps that may arise.

The Renewal Plan is comprehensive, but lends itself to division into phases. The Phase 1 plan addresses essential building systems, security and safety on the first and second floors of the Vaughn Building. The grant request will fund half of Phase 1 (matching dollars from the City of Ashland fund the other half of Phase 1). The ramifications of a reduced grant will impact the efficiency and cost of the project. Less funding will result in further delay and parcellation of Phase 1 which ultimately will add to the overall cost of the project. The Local Projects Grant will ensure the opportunity to simultaneously update systems and create spaces that meet the needs of 21 Century library use. The deferred maintenance this project addresses cannot be ignored, if not addressed in the next few years there will be system failures which could result in temporary library closure or relocation. The library board and building committee are committed to launching a capital campaign to raise funds for Phase 2 of the project. The grant writing team continues to research and apply for additional funding, especially for the re-introduction of historic features like the Main Street entrance and the Vaughn Avenue Brownstone Arch entrance. These fundraising efforts could turn their focus to any funding gaps necessary to complete Phase 1.

SUBJECT: Approve a Contract between the City of Ashland and MSA Professional Services, Inc. to Assist in the Creation of a City of Ashland Master Parks Plan (*Parks and Recreation*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration
Public Works Director
City Legal Counsel
Parks and Recreation Committee

EXHIBITS:

1. MSA Professional Services Agreement
2. MSA Proposal - Ashland Parks Master Plan
3. Request for Proposals - Parks Master Plan

EXPENDITURES REQUIRED: \$58,000.00

AMOUNT BUDGETED: \$29,500.00 - 2024 CIP Fund 481/453
\$29,500.00 - Wisconsin Coastal Management Grant
\$59,000 - Total

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on January 25, 2024, that MSA Professional Services, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, such as working to enhance opportunities to play and recreate within the City, and improve accessibility to public spaces and recreational amenities for residents and visitors.

SUMMARY STATEMENT:

The City of Ashland received a Wisconsin Coastal Management Program grant to assist in paying for the creation of a master parks plan. Match funding has been budgeted in the 2024 CIP Budget.

The City advertised and distributed a Request for Proposal (RFP) in November 2023, and five proposals were received. The City's Administrator, Public Works Director, Parks and Recreation Director and a member of the Parks and Recreation Committee reviewed and scored the proposals, finding the response from MSA Professional Services, Inc. scoring highest. A follow-up interview was held in early January 2024 to confirm the selection.

City staff have been discussing the creation of a Parks Master Plan to assist in the management of the City's extensive parks system both physically and monetarily. The envisioned approach to the plan will be using an asset management lens, community input, and a resiliency lens. MSA agreed to work with the City and Northland College Sustainable Community Development students to perform community input sessions. The RFP, MSA's proposal and budget are all attached for Council's review.



Professional Services Agreement

MSA Project Number: 00627048

This AGREEMENT (Agreement) is made effective January 10, 2024, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Raine Gardner

Email: rgardner@msa-ps.com

CITY OF ASHLAND (OWNER)

Address: 601 Main St W, Ashland, WI 54806

Phone: 715-685-1644

Representative: Sara AH Hudson Email: shudson@coawi.org

Project Name: City of Ashland Parks Master Plan

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: February 13, 2024
Approximate Completion Date: December 31, 2024

The lump sum fee for the work is: \$58,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on Attachment B: Rate Schedule and made part of this Agreement.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ASHLAND

Sara AH Hudson
Parks and Recreation Director
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Raine Gardner
Raine Gardner
Senior Team Leader
Date: January 23, 2024

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until (a) terminated by either party, at such party's discretion, or (b) upon final completion of the project and final payment for work received, whichever occurs earlier. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk or Ashland Counties, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



Photo courtesy of Ashland website

ATTACHMENT A: SCOPE OF SERVICES

PROPOSED APPROACH TO THE PROCESS

MSA's approach to this planning process will be driven by the following goals:

AN EQUITY-DRIVEN PLANNING PROCESS

MSA understands that an array of diverse stakeholders must be brought into the planning process to help ensure all voices, needs, and concerns are factored into the final plan. In particular, we recognize the importance of building a partnership with the Bad River Band of Lake Superior Chippewa given Ashland's location within traditional Chippewa lands, including the need to acknowledge historic gathering sites located within existing City parkland. Other key stakeholders include, but are not limited to, Northland College, Ashland School District, Ashland Area Chamber of Commerce, Parks & Recreation Committee, Public Works Committee, and Sustainability Committee. The feedback we gather from these key stakeholders at the outset of the project will help drive the priorities and desired outcomes of the final master plan.

RESILIENCE TO CLIMATE CHANGE

We see parks as essential City infrastructure in the fight against a changing climate. Our park maintenance strategies will focus on nature-based solutions to manage flooding and stormwater, reducing impervious surfaces, using building materials resistant to weathering, and more. We are inspired by projects like [Climate Park Change](#), [Naturally Resilient Communities](#), and [the Sustainable SITES Initiative](#) and would look to embed these kinds of climate-oriented strategies into our sustainable maintenance framework.

MAXIMIZING LIMITED RESOURCES

Ashland—along with communities across Wisconsin and the United States—is confronted with a difficult challenge: how to maximize its outdoor recreation assets in an increasingly constrained financial and labor environment. Our team sees developing a realistic and sustainable framework that tackles this challenge as the key function of this plan. We will explore creative opportunities for public-private partnerships and grants, as well as operational changes geared toward reducing costs.

SUSTAINABLE MODEL FOR MAINTENANCE

Our team will assess the current condition of Ashland's natural and man-made outdoor recreational assets against the long-term vision and priorities gathered through our engagement with the community and collaboration with City staff. The goal of our sustainable maintenance framework will be to close gaps between the current state of the City's assets and the community's priorities.

PHASE I: Project Kick-Off & Community Engagement

January – March 2024

- Hold a project kick-off meeting in January with MSA team members and Parks Department staff to finalize roles, project work plan, and schedule. At this meeting, we will also finalize a list of key community stakeholders.
- Develop and execute a community engagement plan in collaboration with Ashland City staff and Northland College students in the Sustainable Community Development Department. We propose the following methods of engagement be carried out collaboratively between MSA staff (working virtually) and Northland College students in-person over the course of late January to March:
 - *Key stakeholder interviews and focus groups (up to 4 meetings).* These meetings would be held virtually and/or in-person, as determined by the project team.
 - *Public Open House/Input Meeting.* This meeting would include interactive activities and exercises to help the public discern their top priorities and concerns for the Ashland Parks system.
 - *Online Survey.* Surveys are useful tools for reaching folks unable to attend in-person meetings. The survey can be promoted through local media channels, utility bills, and at key community gathering places and institutions.
 - We view these engagement methods as flexible and hope to work with City staff and the Northland College students to design an engagement plan that leverages your on-the-ground understanding of the community.

- The goal of this community engagement push at the outset of the project will be to assess what the greatest concerns, opportunities, and priorities are from an array of different voices. The feedback gathered will provide the foundation for the plan and help guide the rest of the planning process.

PHASE II: Existing Systems & Future Needs Analysis

April – June 2024

- Before we can develop improved policies and standards for Ashland's park system, we first need a thorough accounting of its existing systems and operation. We will conduct an examination of Ashland's existing parks and recreation operations through staff interviews and data analysis, including (but not limited to):
 - Department funding sources and mechanisms (both internal and external)
 - Capitol improvements planning
 - Seasonal landscape maintenance operations and costs
 - Built structures (i.e., playgrounds, park shelters) maintenance operations and costs
 - Staffing/labor needs and deficits
 - Administrative functions
 - Operations overlap with Public Works and other City departments
- As we map out the Department's existing operational structure, we will work with City staff to identify the park system's short-, medium-, and long-term needs. This includes long-term improvement projects like the Ashland Oredock and Superfund site located near Kreher Park.

PHASE III: Plan Development

June – August 2024

- With the Department's existing operational structure and future needs mapped, we can then identify the points of tension and begin the process of creative problem solving. Overall, our team will focus on identifying sustainable strategies and investments that reduce costs over the long term.

- MSA will leverage our expertise in sustainable landscape management and municipal planning, finance, and grant funding to develop a long-term framework for improving and sustaining a high level of service for Ashland's parks system. Our strategies will center around:
 - Passive landscape maintenance, with an emphasis on native plant species that support wildlife.
 - Green infrastructure and low-impact development, especially as flood management tools.
 - Facility maintenance and replacement alternatives.
 - Local and regional public-private partnerships that leverage the City's draw as a tourist destination.
 - Unique grant funding opportunities, in particular through the Great Lakes Restoration Initiative (GLRI), Inflation Reduction Act (IRC), and Infrastructure Investment and Jobs Act (IIJA).
- We will also review case studies from other communities that demonstrate successful implementation of sustainable park management strategies that Ashland can replicate.
- Our proposed budget includes one (1) MSA staff member traveling to Ashland during Phase II for two (2) days of in-person strategy meetings with Department staff and park site assessments/tours.

PHASE IV: Plan Adoption & Implementation

September – October 2024

- At the discretion of City staff, MSA will present the final Parks Master Plan to the appropriate City Commission/Committee for their review and recommendation for adoption by the City Council. This could include the Parks and Recreation Committee, Sustainability Committee, and/or Plan Commission. MSA will also present the final plan to the Ashland City Council for adoption.
- MSA will attend these Commission/Committee and Council meetings virtually.

PROPOSAL TO PROVIDE

Parks Master Plan



Photo courtesy of Ashland website

Prepared for:
Ashland, WI
November 20, 2023





Photos courtesy of Ashland website

TABLE OF CONTENTS

LETTER OF INTEREST	1
SUMMARY OF QUALIFICATIONS, EXPERIENCE AND AVAILABILITY	2
PROPOSED APPROACH TO THE PROCESS	6
PROPOSED BUDGET	8
PROFESSIONAL REFERENCES	9
RELEVANT WORK	10
ABILITY TO MEET THE CITY’S INSURANCE	15
GENERAL INFORMATION	15

MSA PROFESSIONAL SERVICES, INC.

1702 Pankratz Street, Madison, WI 53704

Contact: Emily Soderberg
Phone: (608) 579-9909
Email: esoderberg@msa-ps.com
Website: www.msa-ps.com



November 20, 2023

Sara Hudson, Director
Bretting Community Center
400 4th Ave West
Ashland, WI 54806

Re: Proposal to Provide Parks Master Plan

Dear Sara,

MSA Professional Services, Inc. (MSA) is excited for the opportunity to work with you and the Parks and Recreation Department on the development a long-term, sustainable framework to manage Ashland's park and recreation assets. We applaud the City for focusing directly and strategically on a core challenge of communities across the U.S. – the growing gap between public interest in park and recreation amenities and budget capacity to maintain those amenities. MSA works with many communities to plan park systems and design individual parks, and we bring lots of experience in the hard conversations about life-cycle cost. We know very well that it is easier to find grants and benefactors to acquire land and build amenities than it is to maintain those investments over decades.

Shaping the future of Ashland's park system requires a special understanding of its context as a small, post-industrial community and its desired future as a resilient waterfront destination. Our team is comprised of skilled landscape architects, planners, and municipal finance specialists who are committed to leveraging Ashland's past and present to develop a sustainable framework for managing its parks into the future. We see resilience to climate change and sustainable land management practices as core features of this framework, and we will integrate into the evaluation the priorities and needs we hear from the public through our community engagement process. We look forward to crafting that engagement process in collaboration with you and students from Northland College, building on City Staff expertise and understanding of the City.

It is a pleasure to propose on a master planning process for a community with as deep a history and passion for sustainability, not least because we think the approach you are seeking will position Ashland as a national leader in thoughtful, proactive fiscal sustainability. We welcome the opportunity to discuss our approach and qualifications with you further. Please do not hesitate to contact me directly at (608) 579-9909 or esoderberg@msa-ps.com.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Emily Soderberg". The signature is fluid and cursive, with a large loop at the end.

Emily Soderberg
Project Manager
(608) 579-9909
esoderberg@msa-ps.com

QUALIFICATIONS

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

MSA's roots reach back to 1919. Our firm consists of 400+ engineers, architects, planners, landscape architects, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

WE'RE PROUD TO BE 100%
EMPLOYEE-OWNED

400+
TEAM MEMBERS



17
OFFICE
LOCATIONS



POSITIVELY IMPACTING
THE LIVES OF OTHERS SINCE 1919

33

INDUSTRY
AWARDS
EARNED SINCE
2017



\$625+ MILLION
GRANTS & LOW-INTEREST LOANS
We've helped our clients
secure to help offset the cost
of infrastructure projects

RELEVANT EXPERIENCE

Our environment plays a critical role in our physical, mental and social well-being. MSA has helped numerous clients shape the built environment to improve their quality of life.

PLANNING

MSA's Planning + Design Studio is our team of dedicated planning experts. At MSA, we know that every project starts with a plan – a clear and consensus-driven vision for the future that can be realistically implemented. We have specialists in all areas of community planning, urban design, and economic development. The professional planners that comprise the Studio have helped hundreds of communities and private organizations define their vision, obtain funding, and implement the improvements they seek. Our award-winning planners work to understand the challenges our clients face and help them develop sustainable, implementable plans to provide guidance in overcoming those hurdles. And, because our planners are part of a multi-disciplinary firm, they are able to engage our professional engineers and architects in the planning processes.

LANDSCAPE ARCHITECTURE

Making the most of the environment is both an art and a science that requires expertise in multiple disciplines, from planning, green infrastructure and stormwater management, to branding and wayfinding. At MSA, our professional landscape architects understand how people interact with their environment in various settings. We use that knowledge to craft distinctive plans while supporting implementation through our strong understanding of construction principles. Our multidisciplinary expertise and collaborative approach to design empowers you to do more with your space. Even while we're creating outdoor spaces for people to use and enjoy, we're thinking innovatively about how to balance budget and maintenance goals. By collaborating with MSA, you get smart, well-built solutions for your investment.

RELEVANT EXPERIENCE (CONTINUED)

FUNDING

MSA helps your community explore funding options that go beyond traditional public sources. Our dedicated funding specialists bring to the table a broad knowledge base of public funding sources, and are resourceful when it comes to identifying private, non-profit and other sources of funding. We provide full-service grant writing, grant administration, and public and private funding options. We've been on the community's side of funding projects and understand the complexities of project funding. Our long-standing relationships with agencies allows us to position your projects to be more successful.

We turn over every stone to find both public and private sources to help you fund your project. MSA knows the ins and outs of a variety of funding programs and can help bundle funding sources, manage timelines, and take care of any details to satisfy funding requirements. With MSA's support, you can complete the projects you must, and deliver more of the projects you want, all while getting closer to the balanced, sustainable community you've always envisioned.

PUBLIC ENGAGEMENT

We specialize in working alongside our clients and selecting the best-available methods to hear the voices of many citizens through the process. The type and combinations of methods selected help ensure a balance of informing, consulting, involving, collaborating and empowering the public. Therefore, engagement can and should be accomplished by tapping into a variety of sources. Listed below are a few techniques we use to strengthen public involvement for your community.

- Neighborhood advisory committees
- Open houses
- StoryMaps
- POLCO community engagement polling
- Pop-up booths at community events
- Community surveys
- Media relations
- Project websites
- Project newsletters/direct mailers
- Neighborhood office hours
- Stakeholder interviews/focus groups
- Interactive community mapping tools
- Door hangers/leave behinds
- Translation of materials into other languages

WATERFRONT COMMUNITIES

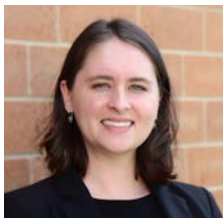
Planning and designing for environmental challenges like storms, ice events, floods and droughts requires a strong, time-tested blend of experience and technical knowledge. ***Our waterfront specialists are contributing authors to the recently revised "ASCE Manual No. 50: Planning and Design Guidelines for Small Craft Harbors," and as a group, we have over 75 years of waterfront development experience.*** As planners, designers and engineers, we are dedicated to embracing waterfronts and strengthening the connection between land and water for all of our clients. It's simply what we do, and what we enjoy doing. Our Great Lakes projects have endured ice conditions, fluctuating water levels, and wind events without failure. We take projects from the original concepts and market studies through engineering and design, permitting and financing all the way to construction and initial operation. We understand the unique challenges and opportunities of locating, planning, developing, and funding recreational amenities that improve quality of life, specifically in waterfront communities.

TOURISM COMMUNITIES

Navigating infrastructure planning and development in communities experiencing tourism surges involves addressing challenges such as dynamic resource needs and strained local amenities—all within the constraints of tight budget limitations. Ensuring long-term sustainability requires the implementation of robust and adaptable systems capable of meeting varying demands without compromising the overall well-being and functionality of the community. MSA specializes in crafting resilient planning solutions that optimize existing resources, prioritize essential infrastructure enhancements, and implement cost-effective measures. Our expertise lies in striking the delicate balance between community well-being, resource efficiency, and fiscal responsibility, ultimately fostering long-term sustainability. ***Examples of representative communities we work with include Wisconsin Dells, Lake Delton, Madison, Milwaukee, Green Bay, Lake Geneva, Door County, Vilas County, Oneida County, among others across the state.***

AVAILABILITY TO PARTICIPATE IN THE RFP PROCESS (INCLUDING INTERVIEWS)

MSA submits this proposal with the commitment that our staff will be available to participate in the RFP process (including interviews) and provide services to the City in sequence and according to established timetables. Our team has the capacity to handle this project and provide excellent service. When our team starts a project, we analyze the proposed schedule and compare it to each team member's potential workload. On that basis, we have the ability to provide our services for this project.



Emily Soderberg
PROJECT MANAGER

Emily is an experienced project leader with diversified planning experience. She has successfully led the completion of community-wide plans across Wisconsin. Emily also has six years of experience throughout the sustainability sector, ranging from industrial compost management and rooftop farming to food systems research and solar energy system design. As a skilled communicator, she is adept at leading public engagement, building consensus among project stakeholders, and keeping her clients informed as a project progresses.

Education

M.S., Urban and Regional Planning, University of Michigan
B.S., Sustainable Built Environments, University of Arizona
Honors College

Registration/Certification

American Society of Adaptation Professionals (ASAP)
American Planning Association-WI

Selected Project Experience

- Sustainability Plan Development & Design, Madison, WI
- Comprehensive Plan Update, La Crosse, WI
- CORP/Bike-Ped Update, Waunakee & Westport, WI
- Parks Planning, La Crescent, MN
- Comprehensive Plan, La Crosse, WI
- San Damiano Community Vision and Master Plan Process, Monona, WI
- Memorial Park Master Plan and CORP Update, Hillsboro, WI
- CORP Update, Beaver Dam, WI
- CORP, Fort Atkinson, WI
- CORP Update, Wausau, WI
- CORP Update, Wisconsin Dells, WI
- Housing Study Update, Monticello, MN
- Residential Rooftop Solar Design & Sales, Tucson, AZ*
- Green Roof Farm Operations & Management, Washington, DC*
- Industrial Compost Operations & Management, Tucson, AZ*
- Sauk County Farm Master Plan, Baraboo, WI*
- Mid-Atlantic Food Port Feasibility Report, Washington, DC*
- Tree Ordinance & Master Plan Review, Washtenaw County, MI*



Heidi Putnam
ASSISTANT PLANNER

Prior to joining the MSA team in May 2023, Heidi had five years of experience across planning and natural resource management projects and strives to engage communities and professionals together to tackle water resource problems to prepare for the future. In past work Heidi has worked in the public sector for state, county, and non-profit organizations as well as in the private sector in engineering consultation across Wisconsin. She brings these multi-faceted experiences from data inventory, analysis, and client liaison work to facilitate discussions, prepare captivating visuals and reports, and cultivate integrative solutions.

Education

M.S., Urban and Regional Planning, University of Wisconsin-Madison (in progress);
M.S., Water Resource Management, University of Wisconsin-Madison (in progress);
B.S. Natural Resource Planning, University of Wisconsin-Stevens Point

Registration/Certification

Geographic Information Systems for Urban and Regional Planning, University of Wisconsin-Stevens

Selected Project Experience

- Watershed Program Specialist – Vilas County Land and Water Conservation Department, Vilas County, WI*
- Water Resources Specialist – Miller Engineers & Scientists, Sheboygan, WI*
- Sustainability Analyst & Transportation Coordinator – UW-Stevens Point Office of Sustainability, Stevens Point, WI*
- GIS Project Assistant – UWSP GIS Center, Stevens Point, WI*
- Trail Recreation Intern – Schmeeckle Reserve, Stevens Point, WI*
- Event Planning Intern – Central Rivers Farmshed, Stevens Point, WI*
- Conservation Biology Intern – Wisconsin Department of Natural Resources, Rhinelander, WI*



**David Patten, PLA,
ASLA, CLARB**
SENIOR LANDSCAPE ARCHITECT

David is a senior landscape architect with experience in public and private development projects, including land development, residential, commercial, industrial, recreation, parks, recreation facilities, trails, streetscapes, and master plans. With over 25 years of experience, David has worked on challenging site design projects and has sat on several park and recreation boards. With a strong background in technology, management, communication, historic preservation, graphics, technical drafting, manufacturing, and installation, David delivers concise results from concept planning through final construction closeout in order to achieve consistent successful project outcomes. His mission is to create beautiful, functional, and sustainable landscapes that enhance quality of life and the environment of the communities he serves.

Education

Bachelors of Landscape Architecture, North Dakota State University
B.S., Environmental Design, North Dakota State University
A.S., Structo-Architectural Drafting and Design with AutoCAD, Northwest Technical Institute
Pre-Architecture / Pre-Landscape Architecture, University of Minnesota

Registration/Certification

Licensed Professional Landscape Architect (PLA), WI, MN, IA, SD, MI, TX, AZ, CO
American Society of Landscape Architects (ASLA)
Council of Landscape Architectural Registration Boards (CLARB)

Selected Project Experience

- Various MN DNR projects involving amphitheaters, trails, water access and landings, housing facilities, sanitation and visitor buildings, cabin remodels, parking, landscape remediation, and campground restoration at the following state parks: Itasca, LaSalle Lake SRA, Maplewood, Camden, Forestville, William O'Brien, Sibley, and Tettegouche*
- Baldwin Township Comprehensive Park, Trail & Open Space Plan, Baldwin Twp, MN*
- Young Park 80-acre Master Planning and development, Baldwin Twp, MN*
- Goose Lake 32-acre Natural Park Plan & Development, Baldwin Twp, MN*



**Diane Wessel, AICP,
ICMA-CM**
COMMUNITY DEVELOPMENT
SPECIALIST

Diane is dedicated to creating equitable, healthy, sustainable, and resilient communities. As both a planner and public administration professional, she understands the needs of both the built environmental and organizational operations of local communities and their governing bodies. This understanding helps Diane forecast needs and connect needs with funding sources. Diane's strong work ethic, dedication, local government experience, communication skills, planning and prioritization skills, and commitment to teamwork make her an asset to multi-disciplinary project teams. As a Community Development Specialist with MSA, Diane provides interim municipal administration, planning, and zoning; grant resourcing, application, and administration; and strategic planning services. Prior to joining MSA, Diane served 25 years in Wisconsin local government.

Education

MPA, Masters of Public Administration, University of Wisconsin-Oshkosh
B.S., Forest Management, University of Wisconsin-Stevens Point

Registration/Certification

American Institute of Certified Planners (AICP)
International City/County Manager Association – Credentialed Manager (ICMA-CM)

Selected Project Experience

- Grant Identification and Management, De Pere, WI
- Interim Local Government Administrator: Village of Sister Bay, WI; Town of Freedom, WI; and City of Omro, WI
- Reconnecting Communities Pilot Grant Program Application (USDOT) Shafer, MN and Wrightstown, WI
- Interim Community Development Director, Rib Mountain, WI
- Wisconsin Neighborhood Investment Program Grant Application: Park Falls, WI; Wrightstown, WI; and Beaver Dam, WI

MSA understands that the City must approve any changes in the project team.

*Experience prior to joining MSA



Photo courtesy of Ashland website

PROPOSED APPROACH TO THE PROCESS

MSA's approach to this planning process will be driven by the following goals:

AN EQUITY-DRIVEN PLANNING PROCESS

MSA understands that an array of diverse stakeholders must be brought into the planning process to help ensure all voices, needs, and concerns are factored into the final plan. In particular, we recognize the importance of building a partnership with the Bad River Band of Lake Superior Chippewa given Ashland's location within traditional Chippewa lands, including the need to acknowledge historic gathering sites located within existing City parkland. Other key stakeholders include, but are not limited to, Northland College, Ashland School District, Ashland Area Chamber of Commerce, Parks & Recreation Committee, Public Works Committee, and Sustainability Committee. The feedback we gather from these key stakeholders at the outset of the project will help drive the priorities and desired outcomes of the final master plan.

RESILIENCE TO CLIMATE CHANGE

We see parks as essential City infrastructure in the fight against a changing climate. Our park maintenance strategies will focus on nature-based solutions to manage flooding and stormwater, reducing impervious surfaces, using building materials resistant to weathering, and more. We are inspired by projects like [Climate Park Change](#), [Naturally Resilient Communities](#), and [the Sustainable SITES Initiative](#) and would look to embed these kinds of climate-oriented strategies into our sustainable maintenance framework.

MAXIMIZING LIMITED RESOURCES

Ashland—along with communities across Wisconsin and the United States—is confronted with a difficult challenge: how to maximize its outdoor recreation assets in an increasingly constrained financial and labor environment. Our team sees developing a realistic and sustainable framework that tackles this challenge as the key function of this plan. We will explore creative opportunities for public-private partnerships and grants, as well as operational changes geared toward reducing costs.

SUSTAINABLE MODEL FOR MAINTENANCE

Our team will assess the current condition of Ashland's natural and man-made outdoor recreational assets against the long-term vision and priorities gathered through our engagement with the community and collaboration with City staff. The goal of our sustainable maintenance framework will be to close gaps between the current state of the City's assets and the community's priorities.

PHASE I: Project Kick-Off & Community Engagement

January – March 2024

- Hold a project kick-off meeting in January with MSA team members and Parks Department staff to finalize roles, project work plan, and schedule. At this meeting, we will also finalize a list of key community stakeholders.
- Develop and execute a community engagement plan in collaboration with Ashland City staff and Northland College students in the Sustainable Community Development Department. We propose the following methods of engagement be carried out collaboratively between MSA staff (working virtually) and Northland College students in-person over the course of late January to March:
 - *Key stakeholder interviews and focus groups (up to 4 meetings).* These meetings would be held virtually and/or in-person, as determined by the project team.
 - *Public Open House/Input Meeting.* This meeting would include interactive activities and exercises to help the public discern their top priorities and concerns for the Ashland Parks system.
 - *Online Survey.* Surveys are useful tools for reaching folks unable to attend in-person meetings. The survey can be promoted through local media channels, utility bills, and at key community gathering places and institutions.
 - We view these engagement methods as flexible and hope to work with City staff and the Northland College students to design an engagement plan that leverages your on-the-ground understanding of the community.

- The goal of this community engagement push at the outset of the project will be to assess what the greatest concerns, opportunities, and priorities are from an array of different voices. The feedback gathered will provide the foundation for the plan and help guide the rest of the planning process.

PHASE II: Existing Systems & Future Needs Analysis

April – June 2024

- Before we can develop improved policies and standards for Ashland's park system, we first need a thorough accounting of its existing systems and operation. We will conduct an examination of Ashland's existing parks and recreation operations through staff interviews and data analysis, including (but not limited to):
 - Department funding sources and mechanisms (both internal and external)
 - Capitol improvements planning
 - Seasonal landscape maintenance operations and costs
 - Built structures (i.e., playgrounds, park shelters) maintenance operations and costs
 - Staffing/labor needs and deficits
 - Administrative functions
 - Operations overlap with Public Works and other City departments
- As we map out the Department's existing operational structure, we will work with City staff to identify the park system's short-, medium-, and long-term needs. This includes long-term improvement projects like the Ashland Oredock and Superfund site located near Kreher Park.

PHASE III: Plan Development

June – August 2024

- With the Department's existing operational structure and future needs mapped, we can then identify the points of tension and begin the process of creative problem solving. Overall, our team will focus on identifying sustainable strategies and investments that reduce costs over the long term.

- MSA will leverage our expertise in sustainable landscape management and municipal planning, finance, and grant funding to develop a long-term framework for improving and sustaining a high level of service for Ashland's parks system. Our strategies will center around:
 - Passive landscape maintenance, with an emphasis on native plant species that support wildlife.
 - Green infrastructure and low-impact development, especially as flood management tools.
 - Facility maintenance and replacement alternatives.
 - Local and regional public-private partnerships that leverage the City's draw as a tourist destination.
 - Unique grant funding opportunities, in particular through the Great Lakes Restoration Initiative (GLRI), Inflation Reduction Act (IRC), and Infrastructure Investment and Jobs Act (IIJA).
- We will also review case studies from other communities that demonstrate successful implementation of sustainable park management strategies that Ashland can replicate.
- Our proposed budget includes one (1) MSA staff member traveling to Ashland during Phase II for two (2) days of in-person strategy meetings with Department staff and park site assessments/tours.

PHASE IV: Plan Adoption & Implementation

September – October 2024

- At the discretion of City staff, MSA will present the final Parks Master Plan to the appropriate City Commission/Committee for their review and recommendation for adoption by the City Council. This could include the Parks and Recreation Committee, Sustainability Committee, and/or Plan Commission. MSA will also present the final plan to the Ashland City Council for adoption.
- MSA will attend these Commission/Committee and Council meetings virtually.

PROPOSED BUDGET

Project Overview	Cost	Approx. Hours
PHASE I	\$7,460.00	60
Project Team Kick-Off Meeting (Virtual)	\$1,610.00	10
Engagement Plan Development with Northland College	\$2,520.00	21
Engagement Plan Implementation	\$2,520.00	21
Engagement Feedback Summary	\$810.00	8
PHASE II	\$15,330.00	128
Data Collection & Staff Interviews	\$4,200.00	35
Existing Systems Assets Mapping & Operational Structure	\$11,130.00	93
PHASE III	\$22,715.00	171
Plan Development	\$16,800.00	125
MSA Site Visit: Park Tours and Inventory	\$1,120.00	8
MSA Site Visit: Staff Strategy Sessions	\$1,120.00	8
MSA Site Visit Expenses (Lodging, food, travel)	\$2,100.00	15
Case Studies	\$1,575.00	15
PHASE IV	\$1,400.00	10
MSA Presentation to City Committee/Commission (Virtual)	\$700.00	5
MSA Presentation to City Council for Plan Adoption (Virtual)	\$700.00	5
PROJECT MANAGEMENT	\$11,095.00	80
Project Team Meetings (Monthly)	\$4,270.00	34
MSA Team Coordination & Communication	\$4,025.00	26
Project Administration	\$2,800.00	20
TOTAL	\$58,000.00	449

REFERENCES

Specific projects with some of the client references below are provided in the following pages.

CITY OF WISCONSIN DELLS, WI

Thad Meister, Parks, Recreation & Waterways Director

P: (608) 254-7458

E: tmeister@dellsparkandrec.com

MARATHON COUNTY, WI

Jamie Polley, Parks, Recreation, and Forestry Director

P: (715) 261-1554

E: jamie.polley@co.marathon.wi.us

VILLAGE OF LAKE DELTON, WI

Tim McCumber, Administrator/Clerk/Treasurer

P: (608) 254-2558

E: tim@lakedelton.org

SAUK COUNTY, WI

Matt Stieve, Parks & Recreation Manager

P: (608) 355-4800

E: matt.stieve@saukcountywi.gov

Lisa Wilson, Director

P: (608) 355-4840

E: lisa.wilson@saukcountywi.gov

VILLAGE OF WEST BARABOO, WI

William Clary, Director of Public Works

P: (608) 356-2516

E: w.clary@villageofwestbaraboo.us

WORKING WITH SMALL COMMUNITIES WITH SURGES IN TOURISM

For several decades, MSA has worked alongside the City of Wisconsin Dells and Village of Lake Delton. Both are small communities and see a large influx of visitors to the area throughout the year. As a result, they continue to grow their infrastructure to support increased demands to their roadways, parks, and open spaces. Because these communities are small in population and have limited resources to address increased demands, they turn to MSA to help them develop ways to be more sustainable in their approaches to development, maintenance, and projects. The need to increase efficiency and lower maintenance requirements is constantly being reviewed at both the City and Village levels. Standards have been developed for each to support the approach of lowering maintenance demands on staff throughout the year and especially during peak influx times of visitors to the community. The following are just two examples of how we've worked with both communities to develop sustainable solutions.

NEWPORT PARK

Newport Park is situated off County Highway A, on the northeast side of Lake Delton, at the confluence of the Wisconsin River and Dell Creek. The Newport Park project was a successful cooperative effort between federal, state, and local agencies as well as private parties. MSA team members worked closely with the Village of Lake Delton to apply for funding and provide design and construction services. Bundling several state and federal grant programs (totaling \$1.4 million) reduced project costs by 65%.

Permits, along with multiple WDNR plan reviews due to grants involved, took a large portion of the planning, design and time for this project by approximately 50%. The constructed park includes a public ADA-accessible boat launch, boarding dock and fishing pier that can all accommodate extreme fluctuations in water levels; adequate parking for the boat launch and park with good traffic flow/patterns; preservation of an existing effigy mound, which was centrally located in the middle of the park; ADA-accessible restrooms, permanent park structures in the upper park area, and shade structures with amenities down by the beach; shoreline restoration along the adjacent creek side; site lighting, park signs, native landscape plantings; large site retaining wall and decorative safety railing; and stormwater management and bio-infiltration facility. The overall developed park plan also needed to take into account the flooding potential of the site and required a sustainable way to maintain the park knowing the park will flood several times each year. The park was design and constructed to withstand this flooding and allow for ease in maintaining the park after each event knowing items would need to be cleaned and restored. This sustainable design approach was tied into the plan, design and final construction stages for each bid packet let for the project's development.

Through these efforts, the project was a complete success. Park use is typically at 100%+ during the summer months, and it has become a Dells destination. The overall project and development process demonstrates how a well-thought-out and planned project can be completed in a short amount of time even with several parties involved representing their own interests.



ROAD RECONSTRUCTION PATHS

Over the last decade, the City of Wisconsin Dells and the Village of Lake Delton have collaborated to develop a 7-mile corridor featuring grade-separated paths that link USH 12 in the Village to the Chula Vista Resort in the northernmost region of the City. This collaborative effort is significantly enhancing connectivity and accessibility for cyclists in the region. Notably, the Dells area boasts an unusually high concentration of cyclists compared to its surrounding areas, a phenomenon attributed in part to the substantial presence of international seasonal workers. The City is constructing the last segments of the corridor, with final completion scheduled for fall 2024. The new paths have been constructed as part of corresponding road construction projects on Trout Road/ Clara Avenue, Fitzgerald Road, CTH A, Commercial Avenue and River Road. Most recently, the City of Wisconsin Dells worked with MSA on trail design and funding. MSA's funding team successfully obtained two WDNR Stewardship grants for the Commercial Avenue (~\$200,000) and River Road (~\$700,000) segments that are currently under construction. MSA worked to identify stakeholders to provide support for the grant applications, including the Easter Seals, who operate a campground for special-needs clients along the River Road corridor. We believe that the Easter Seals support was pivotal to the approval of the River Road segment.



VILLAGE FOREST PARK

WEST BARABOO, WI

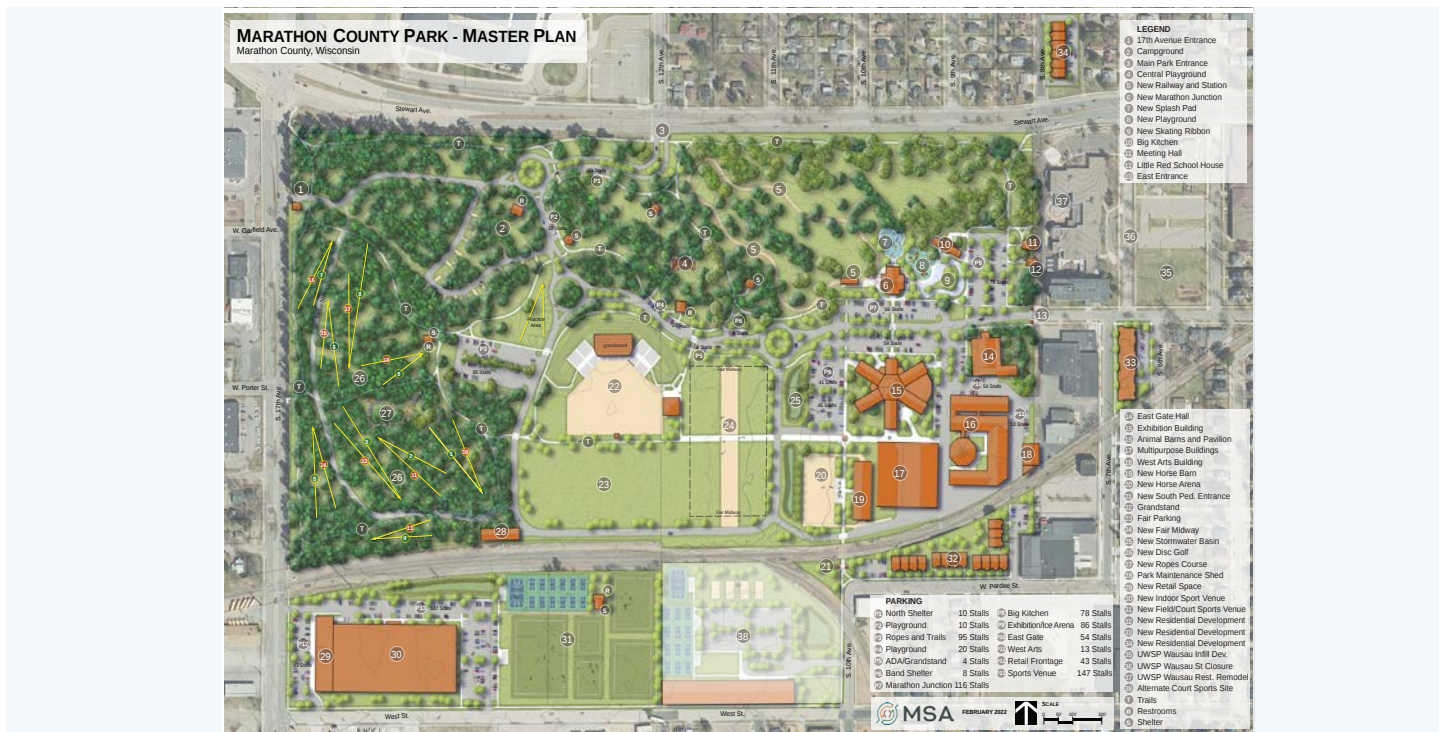
In 2020, MSA began a study for the Village of West Baraboo to assess 38 acres of geographically rich pine forest land owned by the Village to inform the development of a master plan for a proposed new park in the area. As the master plan developed, the Village purchased an additional seven acres from a private property owner, which expanded the usable area to 45 acres. The property is heavily forested with hilly terrain and, at the time, had been mainly used as a local hiking area with a network of informal trails throughout.

After review of the site conditions and opportunities, MSA formalized the guiding document which would assist in creating the largest park in the West Baraboo system: Village Forest Park. Plans for the park included expanding and looping the existing hiking trails to create longer hiking distances that would also connect into the National Park Service's Ice Age National Scenic Trail, a 1,000-mile footpath contained entirely within the state of Wisconsin. Other park amenities would include new multiuse connection trails, new 250-foot pedestrian and bicycle bridge, overlook, pavilion building with restrooms, a pump track for off-road bikes, playground and seasonal sledding hill. Upon developing the sense of place for the park as a natural, wooded forest park, the Village wanted to ensure the park was blended into the natural settings and provided a more

sustainable approach to the overall park for not only its uses but their maintenance of the park. The forested area was meaningful to many residents and they wanted a sustainable approach to its development and use.

The Village pursued various funding opportunities to finance the project and ultimately secured a \$2.5-million Community Development Block Grant (CDBG), which served as a catalyst to begin construction of the first phase of park development. MSA was asked to lead the design of the phase-one improvements which involved extensive site grading of the hilly terrain to create accessible, ADA-compliant trail and recreational spaces, construction of a new park pavilion with restrooms and a seasonal kitchenette, new playground area, new parking area, connecting trails into West Baraboo business districts, new trailhead amenities and open green and lawn space.

The new Village Forest Park design was completed in the summer of 2022. The project was divided into separate bid packages to allow for phased completion of tree removal, site development and park pavilion construction. The packages were all bid successfully, and construction commenced in the summer/fall of 2022.



WESTSIDE MASTER PLAN

MARATHON COUNTY, WI

Marathon County selected MSA to help prepare a 15-year plan for the improvement of a cluster of County-owned facilities, including Marathon Park, UW-Stevens Point – Wausau, and the County's Highway Department and Parks Department operations. The project area is located centrally in the City of Wausau, surrounded by a mix of residential neighborhoods and retail and industrial uses, and easily accessible from the regional highway system. The planning needed to be sensitive to the needs of many departments, agencies, and institutions plus the interests of surrounding residents and members of the wider community. The master plan effort required a blend of architectural, site design and engagement skills to develop design alternatives and refine those down and develop consensus around a single vision for the future of the area.

The master plan for the park focuses on improving fairground and park use areas. Replacement facilities are planned for aging park amenities that will ultimately meet or exceed current codes and regulations. The project also includes use areas south of the existing park proper that are development opportunities with potential to enhance the park experience. One proposal is the relocation of a regional hockey facility to a new three-sheet arena with seating, concessions and rooms for tournaments. The hockey rinks will also serve as a soccer complex in the warmer months. Outdoor sport

fields and court sports are planned to share restroom and locker rooms with the adjacent hockey facility.

The planning process took into consideration the idea of developing a more sustainable and maintainable park due to the rearrangement of the overall park uses and flow. The current park is very disjointed causing the flow of maintenance and needs to be challenging to oversee. With such a highly useable park space, considerations for a better flow were required in the plan to lower the overall maintenance of the park and lessen the burden on staff and departments. This concept was woven into the new layout wherever possible.

The completed Westside Master Plan identifies and prioritizes investments into this high-profile, high-use site based on an understanding of facility conditions, project sequencing requirements and cost feasibility. Over the next 15 years, this document is intended to help the County and other stakeholders make decisions about when, where, and how to invest in the continued success of these sites and the activities and users they support. Once complete, the Marathon County Park will be a regional open space that will balance passive and active recreation with a multi-functional fairground site for year-round and unlimited uses.



GREAT SAUK TRAIL

SAUK COUNTY, WI

MSA worked with Sauk and Dane Counties to perform a feasibility analysis and preliminary design for the Great Sauk State Trail – Walking Iron Trail Bridge crossing the Wisconsin River. MSA led the team and conducted several public engagement and stakeholder meetings throughout the process. MSA's trail design experts and landscape architects created the design context and aesthetic design components for the bridge as well as a concept for a gateway feature and rendering to assist in the visualization of the proposed project.

Building upon our feasibility study work, MSA was additionally contracted to provide existing plan review, funding services, regulatory permits, construction documents, bid administration, construction administration and grant administration services. The proposed bridge will be approximately 500 feet long and consist of three 165-foot spans with associated approaches and be supported by new pile abutments at each end and two new piers with caps in the river. The bridge will be designed to accommodate bicycle and pedestrian users in the summer and predominately snowmobile use in the winter. The proposed bridge will meet or exceed all ADA requirements and WisDOT/Federal Rails-to-Trails requirements as well as have the ability to be converted back to a freight rail bridge in the future. With meeting trail requirements for the design, the project is also considering how it will be maintained long term in the design. Access and amenities are being considered to make this a sustainable trail for the counties and state.

Additional work includes the preliminary and final design, computations, QA/QC and plan development, and permitting for the proposed Dane County Segment of the trail. This phase includes approximately three miles of trail construction, new parking lot construction at the trailhead, rehabilitation of eight bridge structures, regulatory permitting, environmental and archaeological review to support an anticipated WisDOT TAP application, and legal survey services to support acquisition of temporary/permanent access easements.

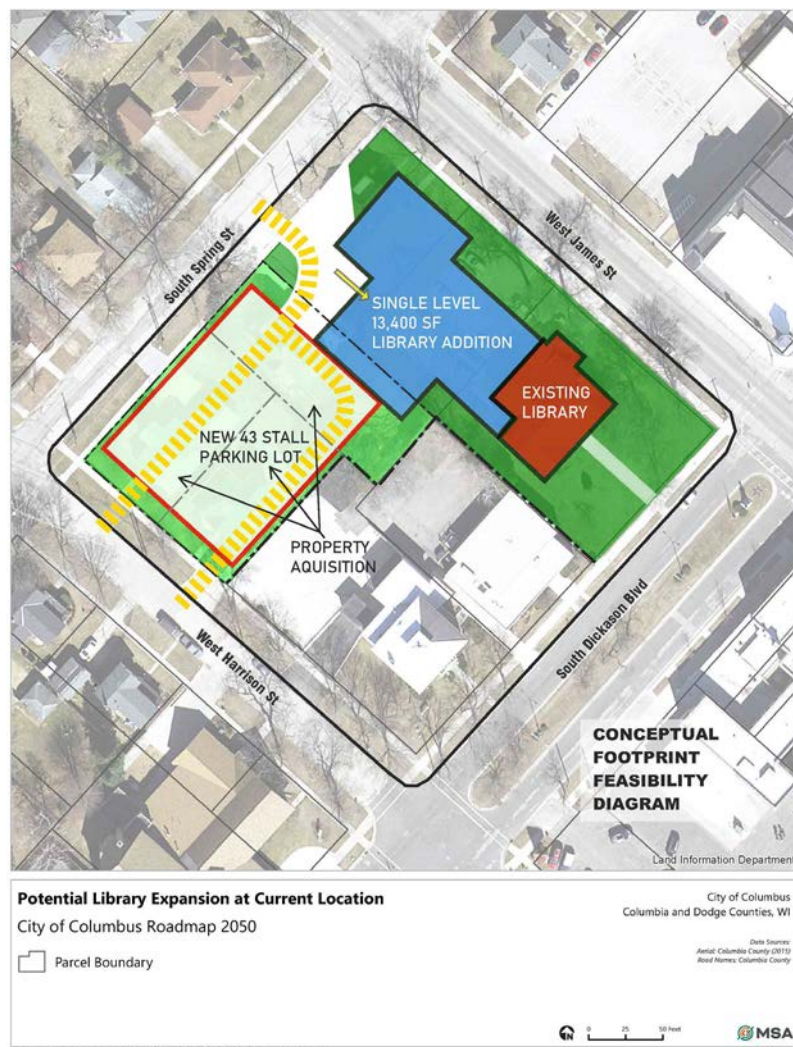
MSA helped with identifying, applying for, and obtaining more than \$5.6M in TAP funds for the Walking Iron Bridge portion and is currently helping with a TAP application for the Dane County Segment of the trail phase.

The bridge will serve as a multi-use trail connection to the Lower Wisconsin Riverway in Dane County, Sauk Prairie Recreation Area, and Devils Lake in Sauk County and will provide a permanent crossing for snowmobilers to safely connect to routes east of Sauk City. The bridge essentially connects two trail systems: the recently constructed Great Sauk State Trail in Sauk County and the proposed Walking Iron Trail in Dane County.

LONG-RANGE FACILITIES PLAN

COLUMBUS, WI

With the goal of managing change and growth within statutory levy limits, the City enlisted MSA's assistance to evaluate the condition and investment needs of key municipal facilities and craft a long-term strategy for prioritizing and timing needed investments. This project featured a mix of in-depth staff interviews, community engagement to identify preferences and priorities, and analysis of the City's long-range borrowing capacity for capital projects. The resulting Roadmap 2050 identifies a mix of facility replacement, reinvestment and expansion needs and projects costs for each major City department and facility, including Emergency Services, Library, Public Works, Community Center, and City Hall. Investments are set in order, and a tentative schedule was established to manage debt loads and community expectations, and to clarify the need for interim maintenance investments. Fiscal sustainability in balance with community service needs is at the core of this important, long-range plan for the City.



Years 2020-2029

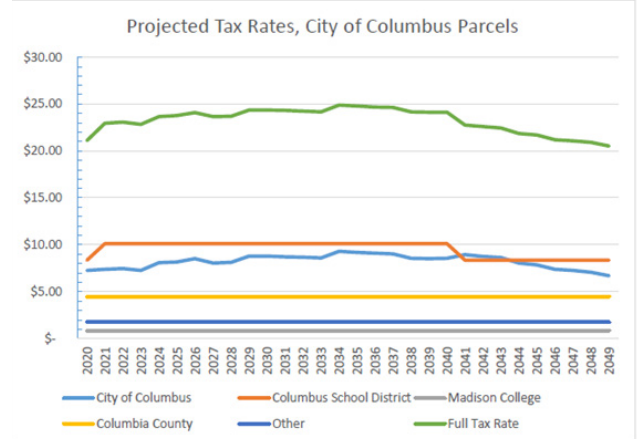
Budget Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Proposed to Debt Service from Potential Borrowing for Vehicle & Equipment Replacement, New Street Projects, and New Building Projects (5% Estimated Value Growth)										
Tax Levy/Bill Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Estimated Value (2020 TRS 1% Growth)	\$ 1,475,330,400	\$ 1,550,397,600	\$ 1,629,790,400	\$ 1,714,038,400	\$ 1,803,888,000	\$ 1,900,083,200	\$ 1,993,289,600	\$ 2,094,451,200	\$ 2,194,612,800	\$ 2,303,849,600
Debt Capacity (5% of Fy VBI)	\$ 23,779,670	\$ 23,779,670	\$ 24,446,970	\$ 25,224,600	\$ 26,081,400	\$ 27,000,512	\$ 27,980,544	\$ 29,024,256	\$ 30,135,174	\$ 31,318,374
Debt Capacity (Less Debt)	\$ 19,294,800	\$ 19,294,800	\$ 20,230,840	\$ 21,209,600	\$ 22,228,400	\$ 23,284,224	\$ 24,374,976	\$ 25,498,464	\$ 26,654,464	\$ 27,842,464
Existing Debt Outstanding (Net Levy)	\$ 8,256,444	\$ 7,446,472	\$ 6,730,791	\$ 6,105,243	\$ 5,565,243	\$ 5,104,000	\$ 4,718,400	\$ 4,394,400	\$ 4,129,600	\$ 3,924,800
NET AVAILABLE BORROWING	\$ 11,038,356	\$ 11,848,328	\$ 13,500,049	\$ 15,104,357	\$ 16,516,157	\$ 17,896,512	\$ 19,256,576	\$ 20,604,064	\$ 22,004,574	\$ 23,393,574
VEHICLES & EQUIPMENT	\$ 111,000	\$ 423,000	\$ 393,000	\$ 263,000	\$ 468,000	\$ 118,000	\$ 624,000	\$ 1,576,000	\$ 499,000	\$ 79,000
STREET RECONSTRUCTION	\$ 500,000	\$ 510,000	\$ 520,000	\$ 530,000	\$ 540,000	\$ 550,000	\$ 560,000	\$ 570,000	\$ 580,000	\$ 590,000
Building Repair/Replacement	\$ 1,000,000	\$ 1,010,000	\$ 1,020,000	\$ 1,030,000	\$ 1,040,000	\$ 1,050,000	\$ 1,060,000	\$ 1,070,000	\$ 1,080,000	\$ 1,090,000
Total New Borrowing (Principal)	\$ 111,000	\$ 933,000	\$ 913,000	\$ 793,000	\$ 1,008,000	\$ 678,000	\$ 1,184,000	\$ 2,146,000	\$ 1,079,000	\$ 1,269,000
4% Estimated Debt Covering (Principal)	\$ 8,300,444	\$ 8,421,344	\$ 8,700,444	\$ 9,100,000	\$ 9,524,000	\$ 10,000,000	\$ 10,528,000	\$ 11,100,000	\$ 11,720,000	\$ 12,388,000
Remaining Debt Capacity (Total Levy)	\$ 14,869,356	\$ 15,366,528	\$ 15,726,849	\$ 16,104,357	\$ 16,516,157	\$ 17,000,512	\$ 17,584,576	\$ 18,254,064	\$ 18,984,574	\$ 19,770,374
Remaining Debt Capacity (Less Debt)	\$ 6,612,912	\$ 7,850,056	\$ 9,000,059	\$ 10,101,357	\$ 11,051,157	\$ 11,980,512	\$ 12,866,576	\$ 13,707,600	\$ 14,504,974	\$ 15,264,574
Annual Debt Annual Payments	\$ 1,000,000	\$ 1,010,000	\$ 1,020,000	\$ 1,030,000	\$ 1,040,000	\$ 1,050,000	\$ 1,060,000	\$ 1,070,000	\$ 1,080,000	\$ 1,090,000
Net Debt Annual Payments	\$ 1,000,000	\$ 1,010,000	\$ 1,020,000	\$ 1,030,000	\$ 1,040,000	\$ 1,050,000	\$ 1,060,000	\$ 1,070,000	\$ 1,080,000	\$ 1,090,000
Total Debt Annual Payments	\$ 1,000,000	\$ 1,010,000	\$ 1,020,000	\$ 1,030,000	\$ 1,040,000	\$ 1,050,000	\$ 1,060,000	\$ 1,070,000	\$ 1,080,000	\$ 1,090,000
Net Debt for Debt Service	\$ 1,000,000	\$ 1,010,000	\$ 1,020,000	\$ 1,030,000	\$ 1,040,000	\$ 1,050,000	\$ 1,060,000	\$ 1,070,000	\$ 1,080,000	\$ 1,090,000

Estimated 2020 tax rate for debt service: \$2.14/\$1,000

FIRE STATION
CITY HALL REPAIRS
PUBLIC WORKS
CITY HALL REPAIRS

The fire station has added about \$0.76 to the tax rate

The cost of all "Potential Borrowing" in years 2020-2025 has added \$2.42 to the tax rate, a net increase of about \$1.61



INSURANCE REQUIREMENTS

MSA confirms our ability to meet the City's insurance requirement for minimum amounts of insurance: commercial general liability insurance and professional (errors and omissions) insurance in amounts not less than \$2 million for the duration of the project.

GENERAL INFORMATION

MSA affirms that we do not discriminate against individuals or firms because of their race, color, marital status, age, sex, national origin, disability, creed or sexual orientation.

IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.
PARKS MASTER PLAN | ASHLAND, WI | NOVEMBER 20, 2023





City of Ashland
REQUEST FOR PROPOSALS

RFP #23-10

City of Ashland
Parks Master Plan

Date of Request: October 30, 2023

Project Title: Parks Master Plan

Submittal Due: 4 PM Local Time, Monday, November 20, 2023. There will not be a public opening for this RFP.

Late Proposals: Any proposal received by the City after the exact time and date specified will not be considered.

Submittal Format: (1) Electronic File (email or flash drive) of the proposal are to be submitted for evaluation by the City. *Label submittal: Parks Master Plan*

Submit to: City of Ashland Parks and Recreation
Attn: Sara Hudson, Director
Bretting Community Center
400 4th Ave West
Ashland, Wisconsin 54806
shudson@coawi.org

Withdrawal: Proposals may be withdrawn by written notice received at any time prior to the proposal closing date and time. Proposals may also be withdrawn in person by an officer or by a representative of the firm, provided that the representative signs a receipt for return of the proposal.

INVITATION

The City of Ashland is seeking proposals from qualified consulting firms to provide services to the Ashland community to develop a Parks Master Plan. The mission for the City of Ashland is to *always promote the betterment of Ashland* and the Parks and Recreation Department's mission is *to meet the needs for recreational resources by improving the quality of life for the regional residents and visitors*. The City's vision is a *thriving community that values its natural environment, rich history, unique and diverse cultures, its way of life and stewardship to Lake Superior*. Our motto is *Find Yourself by the Water*.

The plan should create a roadmap for ensuring just and fair quantity, proximity and connections to quality parks and green space, and recreation facilities throughout the community now and into the future. Ashland is seeking a system-wide approach in order to develop goals, policies and guidelines and prioritize strategies based on current and future funding scenarios.

The Parks Master Plan that will be created from this work will be a guiding document for future development and redevelopment of the community's system of parks and green space over the next 10 years.

BACKGROUND

Ashland is located in Northern Wisconsin on the shores of the Chequamegon Bay of Lake Superior. The City of Ashland has a current population of ~7,800 residents, US Highway 2 and State Highway 13 run through town and it is a regional hub that serves the greater Chequamegon Bay region providing essential services from medical to commercial and educational. As major industries became obsolete and relocated abroad

At the turn of the 20th century, the City of Ashland was a booming metropolis with a population of 16,000 people and an industrial hub with five ore docks, numerous lumber mills, and multiple railroads exporting the area's natural resources. Though Ashland is now half the size, it remains a regional hub to the greater Chequamegon Bay area, , Ashland suffered a shrinking population as people followed jobs to urban areas, creating a smaller tax base to fund the services and maintain the structures used in public services. Ashland faces the challenge of maintaining public infrastructure and redeveloping its former industrial places.

The City currently maintains 22 parks, 350+ acres of greenspace/parkland, 10 playgrounds, 4 public swimming beaches, 7 ballfields, 1 skate park, 11.5 miles of paved pedestrian trails, 2 miles of ADA compliant and primitive hiking trails, 7 pavilions, 2 municipal campgrounds and one 1 acre dog park with a staff of 4 FTEs, 10 LTEs and a \$533,000 operating budget for the Parks and Recreation Departments.

As a whole, the City employs 110 full time employees (FTE), 50 limited term employees (LTE), a proposed (2023) annual operating budget of \$11,734,000 and a proposed (2023) Capital Improvements Projects Budget of \$5,632,00.

PROJECT DESCRIPTION

Ashland is seeking proposals from qualified consulting firms to provide services to the Ashland community to develop a Parks Master Plan. The Ashland community has a strong commitment to provide fair and just access to high-quality parks, green space, recreation facilities and programs for all members of the

community and this master plan will help us achieve our commitment. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies and standards for the community's park system, green space, trails, recreation facilities and program development for the next 5 years. The consultant will work closely with City of Ashland staff, Parks and Recreation Committee, Northland College Sustainable Community Development Department, Ashland City Council and other key stakeholders in preparing the Parks Master Plan. The consultant will guide the City of Ashland in creating a City of Ashland Parks Master Plan document and develop a comprehensive vision for the City's park system through a staff and community input process.

The goal of this project is to create a usable, concise document with the long-term organizational framework for improving parks and recreation (as it relates to parks) facilities to better serve the community. Master planning process will allow the City to assess current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements.

The master plan must also take into account the limitations of current and future funding available to a small, rural community - it is therefore necessary that the plan balances wants and needs with fiscal reality. Moreover, the expectation is that the plan will analyze the size and number of parks and facilities the City operates, and whether or not the current level of service is sustainable into the future.

As part of the proposal narrative, please answer the following questions:

- A. How will you design and implement an "equity-driven" planning process to ensure a dissemination and gathering of information from a broad community spectrum, and how will you develop an equity-driven Master Plan and plan recommendations (programs, services, facilities, amenities, partnerships)?
- B. Protection from climate change and resiliency are a priority of the City. How will that priority be identified throughout the planning process and be incorporated into the plan and recommendations?
- C. the City of Ashland has a significant amount of Park and Recreation related assets, and we operate our parks system with limited staffing and financial capacity. How will you incorporate those factors into the planning process and recommendations while still striving for the highest quality parks system and programming possible?
- D. When looking at the varied condition of our park and trail facilities how will you develop a sustainable model for the ongoing maintenance and renewal of our built assets?

The Parks Master Plan will need to be approved by the Parks and Recreation Committee, Public Works Committee and the Ashland City Council by December 2024.

To be considered, interested parties must submit, by the deadline, one digital copy on a thumb drive or emailed to shudson@coawi.org that includes the following:

- Letter of interest - must be no more than two pages (note: one page is one side of an 8½" x 11" paper) in length and include contact information and signature.
- Summary of qualifications, experience and availability - must be no more than four (4) pages in length. It should summarize qualifications, relevant experience, and availability to participate in

the RFP process (including Interviews) and provide services to the City. It should also identify key staff members who will be participating.

- Proposed approach to the process, including a proposed schedule and description of proposed public involvement methods - must be no more than four (4) pages summarizing method and approach to providing consulting services to the City.
- Proposed budget - must be no more than one two pages and include detailed project costs, by task and estimated hours. Actual compensation is subject to contract negotiation. A third page may be added, if additional tasks (and associated costs) that could be performed by the consultant team, in the event that the project budget was to be increased, are proposed and described.
- List of professional references - must be no more than one page listing most recent professional references and their contact information.
- A minimum of three examples of relevant written work related to Park Master or Parks and Recreation Master Planning prepared on behalf of a City or comparable entity.
- Ability to meet the City's insurance requirement for minimum amounts of insurance: commercial general liability insurance and professional (errors and omissions) insurance in amounts not less than \$2 million for the duration of the project.

EVALUATION CRITERIA

The following will be considered in evaluating each proposal:

- Completeness of response to the RFP requirements
- Experience with similar projects
- Creativity of approach
- Experience in effective public involvement and incorporating citizen input
- Demonstrated facilitation skills in successfully working with city councils/staff, boards and commissions, community organizations, businesses and citizens
- Demonstrated knowledge/experience with actual development of strategic plans and implementation of possible strategies
- Demonstrated experience in municipal finance
- References
- Not to exceed cost

GENERAL INFORMATION

- The City of Ashland, as an Equal Opportunity Employer, requires all consultants to affirm that they do not discriminate against individuals or firms because of their race, color, marital status, age, sex, national origin, disability, creed or sexual orientation.
- All proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.
- Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran owned and other disadvantaged business entities as subcontractors and suppliers.
- All proposals received by the City of Ashland in response to this RFP shall remain valid for ninety (90) days from the date of submittal.

- The City reserves the right to cancel or reissue the RFP or to revise the timeline at any time.
- The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The City may accept any proposal if such action is believed to be in the best interest of the City.
- The City is not liable for any cost incurred by the proposer prior to execution of a contract.
- This is a City project and holds liability for work with its consultants. The contract between the successful proposer and Ashland shall include all documents mutually entered into specifically, including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the provisions stated in the RFP.
- The prime consultant will be required to assume the responsibility for all services offered in the proposal whether or not directly performed by the prime consultant.
- Further, the prime consultant will be the sole point of contact for the City of Ashland with regard to contractual matters.
- The project team shall be approved by the City of Ashland. The City must approve any changes in the project team.

DEVELOPMENT OF FINAL PLANS AND SUPPORTING MATERIALS

- The Master Plan must include written goals, objectives, policy statements, a financial and action plan that articulate a clear vision and “roadmap” and model for the City of Ashland Parks and Recreation department’s future.
- A summary of existing conditions, inventories and system-wide metrics, distribution metrics, and population demographics and outcome metrics. *Refer to “System-Wide Metrics” in the [Resource Guide](#)*
- Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
- Up to four (4) meetings with key stakeholders for required adoption of the Master Plan.

PRELIMINARY PROJECT SCHEDULE

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

- Proposals due November 20, 2023.
- Proposal review and interviews to take place December, 2023.
- Contract award expected in December, 2023
- The Master Plan associated with this proposal will commence on or about January, 2024.
- The timeline that is projected for the preparation and completion of the Parks Master Plan is ten (10) months from the City Council award date.

SUBJECT: Approve a Resolution to Partner with Ashland County in an EPA Community Change Grant Application (*Planning Director*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Approved unanimously by Committee of the Whole, January 9th, 2024
City Administrator
Public Works Director
Parks and Recreation Director

EXHIBITS: 1. Proposed Resolution No. 17759

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The EPA Community Change Grant could provide funding for a number of projects that address goals mentioned in the City of Ashland Comprehensive Plan and Strategic Plan. The Comprehensive Plan mentions protecting Lake Superior. The Comprehensive Plan also includes a recommendation of prioritizing energy efficient improvements and updates to city buildings and facilities. Climate action and renewable energy projects are goals of the EPA. The grant could provide funding for projects which address these goals. The City's Strategic Plan includes various sustainability-related tasks including climate change resiliency and renewable energy use. The grant includes eligibility criteria for projects under these categories.

SUMMARY STATEMENT:

Bill Bailey of Chequamegon Bay Renewables is working with Lissa Radke of UW-Extension and Ashland County on an EPA Community Change grant application to fund climate action and pollution reduction related projects throughout the County. The Community Change Grant would provide between \$10-20 million for Ashland County if the County's application is selected. There is no cost-share/match required. Within the \$10-20 million Mr. Bailey and staff discussed between \$3 to 4 million for potential projects within the City of Ashland. Ashland County would serve as the lead applicant and the City of Ashland would be a subrecipient of grant funds if the City partners with the County. Mr. Bailey has reached out to Memorial Medical Center, the towns, villages, and cities in the county to determine whether they are interested in partnering on the application. He has spoken to the Sustainability Committee at a number of meetings regarding seeking grant

funding for potential sustainability-related projects. In reviewing the notice of funding opportunity and application materials for the Community Change Grant City staff have determined that a number of projects within the City could fall under the eligibility criteria for the grant.

Since the County would be the primary applicant they would be responsible for administration and reporting for the grant. The City would be responsible for its projects and reporting to the County. Projects would have to be completed within 3 years and Mr. Bailey plans to submit an application by February 1st. Grant applications/projects must incorporate climate action strategies and pollution reduction strategies. Since the funding would be from the EPA pollution is a major topic and projects addressing these could score high. Solar/micro-grids and EV charging infrastructure could be possibilities. Mr. Bailey and City staff are working on finalizing project ideas for the City. Currently, Mr. Bailey and staff are of the opinion that a solar array and micro-grid at the Wastewater Treatment Plant could account for approximately \$1.6 million of potential grant funding. Initially, City staff believed water quality and green infrastructure related projects could account for approximately \$2 million of grant funding for a total of \$3.6 million for the City. After discussing the grant's focus area and eligibility criteria further, Mr. Bailey and staff believe that solar project arrays at the Bretting Community Center and Fire Station along with potential EV charging stations along US Hwy 2 would likely score higher so the potential projects would be solar and EV charging-related.

The Planning and Development Director initially reached out to John Butler of Public Works and Sara Hudson of Parks and Recreation for their input on project ideas. The Public Works and Parks and Recreation Directors have remained involved in the discussions and are aware of the shift in potential projects. Brian Ledin of Wastewater would also provide input on any potential solar project for the Wastewater Treatment Plant. Staff is seeking Council approval of a resolution supporting the City's participation in the grant opportunity.

The Committee of the Whole reviewed the resolution at the January 9th, 2024 COW meeting and voted to move it forward to Council. If the Council approves the resolution, staff would finalize the City's portion of the grant application to participate as an entity partnering with Ashland County. The resolution would not lock the City into participating. If Ashland County's grant application is selected the City would enter into an agreement with the County to formalize the City's participation after awarding of the grant. Staff believes this is a good funding opportunity for the City and requests support from the Council for participation.

RESOLUTION No. 17759

RESOLUTION TO PARTNER WITH ASHLAND COUNTY IN AN EPA COMMUNITY CHANGE GRANT APPLICATION

WHEREAS, The City of Ashland is interested in partnering with Ashland County on a Community Change Grant application to seek funding from the US Environmental Protection Agency (EPA) to for the purposes as described in the application; and

WHEREAS, Ashland County is partnering with Cheq Bay Renewables and the UW-Extension along with interested towns, villages, and cities in Ashland County on an application to seek grant funding for renewable energy, climate resilience, and water quality/pollution reduction-related projects and has offered the City of Ashland a chance to partner in applying for funds to assist with implementation of such projects; and

WHEREAS, the US EPA has funds available to support local units of government and community-based organizations to implement sustainability-related projects by providing financial incentives for projects with emphases on climate action and water quality; and

WHEREAS, the City of Ashland Comprehensive and Strategic Plans include several goals, recommendations, and tasks related to renewable energy and water quality.

THEREFORE, BE IT RESOLVED, that City staff have determined there is no cost-share required as part of this grant application; and hereby authorizes City staff to act on behalf of the City of Ashland to:

- Partner with lead applicant Ashland County, Cheq Bay Renewables, the UW-Extension, and any other interested partners to submit an application to the US Environmental Protection Agency for any financial aid that may be available to fund projects in the City of Ashland and Ashland County;
- Define projects within the City of Ashland for funding and appropriate scopes of work for each;
- Submit required signed documents;
- Take necessary action to undertake, direct and complete the City's portion of the EPA Community Change Grant application.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland does approve the resolution confirming that the City and its staff will comply with federal rules for the grant program and supports the City's participation as a partnering entity in Ashland County's application for a 2024 EPA Community Change Grant.

PASSED: January 30, 2024

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matt Mackenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Public Hearing Regarding a Request to Vacate of Undeveloped Right of Way Located at that Portion of 28th Avenue East between Lots Nine (9), Ten (10) and Eleven (11), and Lots One (1) and Two (2), Block Ninety-Seven (97) in the Lake Shore Addition to the North Line of Toll Road; Applicant Kevin Haas (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Approved by Plan Commission, January 16, 2024
City Administrator
Public Works Director

EXHIBITS: 1. STAFF REPORT - Plan Commission, January 16, 2024: Haas Request

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. The subject right-of-way and parcel #s 201-03744-0000 and 201-03742-0000 are currently vacant and are not considered essential parcels for the City. To staff's knowledge the right-of-way area does not have easements or deed restrictions attached.

The requested right-of-way vacation is in conformance with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The subject site is located within the overlap of multiple recommended land uses (Downtown Core & Commercial Districts, Traditional Neighborhood & Mixed-Use, and Conservation Buffer). The Comprehensive Plan allows some overlap of recommended land uses to allow flexibility for future development within some areas of the City. The applicant's plans to combine parcels and construct a single-family home are compatible with the flexibility afforded by the overlap of land uses recommended in the Future Land Use Map.

SUMMARY STATEMENT:

Applicant Kevin Haas has requested that the City vacate a section of platted 28th Avenue East adjacent to two vacant City-owned parcels he wishes to purchase. Please see the included Plan Commission staff report for information regarding this item.

STAFF REPORT

Plan Commission – January 16, 2024

Agenda Item # 5b: **Review and approval on a request to vacate City right-of-way on 28th Ave E between parcels 201-03744-0000 and 201-03742-0000**

Zoning District: Single-Family Residential (R-1) adjacent to segment to be discontinued

Property Address: N/A

Parcel #: Between Parcels 201-03744-0000 and 201-03742-0000

Applicant: Kevin Haas

Staff Contact: Steven Wiley

Background

Kevin Haas is looking to acquire three (3) City-owned parcels located to the north of Toll Road on the east side of the city. If he is able to acquire the parcels he would like to combine them and construct a single-family home on the combined parcel. In order to do this, he would need the City to vacate the portion of 28th Ave E right-of-way between two of the parcels. Without the vacation of this right-of-way segment Mr. Haas cannot combine the parcels and would not have a buildable parcel. Currently 28th Ave E is platted but not developed between Toll Road on the south and Main St E on the north. Since Mr. Haas is interested in purchasing the three City-owned parcels he has applied for the right-of-way vacation in tandem with the potential land purchase request. The land purchase request and the right-of-way vacation would be contingent on each other. Without one the other would not occur. The City's Municipal Code Section 618.02 defines the process for discontinuing City rights-of-way when requested by property owners.

The portion of right-of-way Mr. Haas would acquire is approximately 9,124 square feet (0.21 acres) in area. This right-of-way was platted but never developed. Mr. Haas would acquire the three City-owned parcels and this portion of right-of-way and combine all of them into one parcel for a total lot size of approximately 31,935.2 square feet (0.73 acres). He would then construct a single-family home on the parcel. Many parcels in the immediate vicinity are platted but undeveloped except for along 26th Ave E. City staff informed Mr. Haas that he would need to acquire signatures in support from at least 1/3 of property owners whose properties abut the right-of-way within ½ mile of the ends of the segment requested for vacation. Mr. Haas has obtained the required signatures and has submitted a formal request to vacate the segment of right-of-way between the parcels he would like to purchase. In order to move forward the right-of-way vacation now requires Plan Commission and Common Council review and approval.

Existing Land Use	Zoning
Vacant: Platted street right-of-way	Single-Family Residential (R-1) (abutting)

Adjacent Land Use and Zoning

Existing Uses	Zoning
North	Vacant, platted
South	Vacant
East	Vacant, platted
West	Vacant, platted

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Traditional Neighborhood and Mixed Use, Downtown Core and Commercial Districts, Conservation Buffer

Mr. Haas has discussed his request with staff over the past several months and staff has placed it on for Plan Commission review. The segment of right-of-way in question is shown on the map below.



The above map shows in red the segment of right-of-way requested for vacation.

The City's Municipal Code 618 allows for right-of-way vacations initiated by the City and right-of-way vacations initiated by property owners. In this case the prospective owner has initiated the request and sent letters with the map shown above to the property owners in the vicinity and owners whose properties abut the right-of-way within ½ mile of the subject segment. He has obtained more than 1/3 of the supporting signatures required. Ordinance sets the purchase price of vacated right-of-way at \$0.25 per square foot of area. The area of the right-of-way segment in question is 9,124 square feet so the purchase price would be \$2,281.00 for the right-of-way area. Planning staff has discussed the request with the City Administrator and Public Works Department. Approval of the right-of-way vacation would not cut off access to any neighboring parcels. The City does not have plans to extend streets along the subject right-of-way segment. Therefore, staff does not have concerns with the right-of-way vacation as requested. The applicant has requested and staff would recommend that the approval of the right-of-way vacation is contingent on the approval of the three-parcel land transfer.

The Plan Commission can make a recommendation regarding the right-of-way vacation as requested. From there the request goes to the City Council who will hold a public hearing as required by ordinance. If the request and the land purchase request are approved staff will work with the applicant and City Attorney to get the request approved.

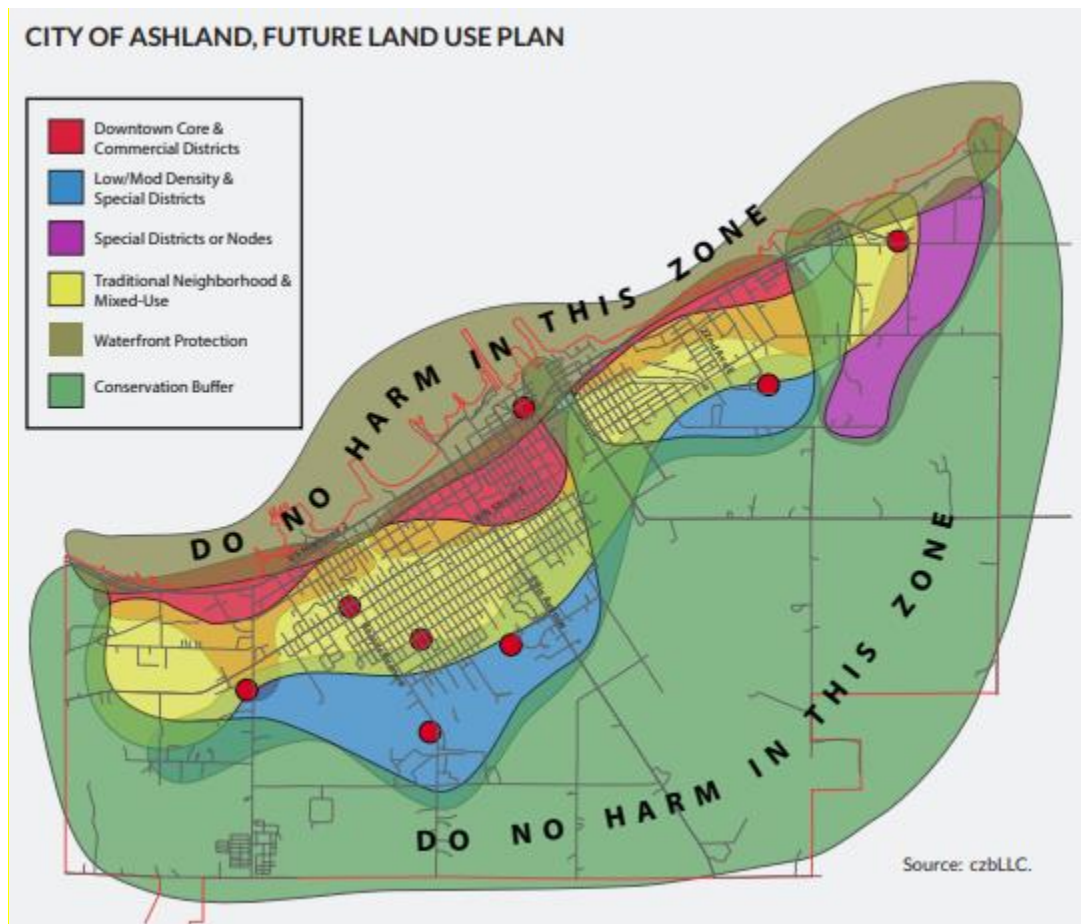


The above map shows outlined in purple the three City-owned parcels the applicant would like to acquire under the accompanying agenda item.

Consistency with the Comprehensive Plan

The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. The subject right-of-way and parcel #s 201-03744-0000 and 201-03742-0000 are currently vacant and are not considered essential parcels for the City. To staff's knowledge the right-of-way area does not have easements or deed restrictions attached.

The requested right-of-way vacation is in conformance with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The subject site is located within the overlap of multiple recommended land uses (Downtown Core & Commercial Districts, Traditional Neighborhood & Mixed-Use, and Conservation Buffer). The Comprehensive Plan allows some overlap of recommended land uses to allow flexibility for future development within some areas of the City. The applicant's plans to combine parcels and construct a single-family home are compatible with the flexibility afforded by the overlap of land uses recommended in the Future Land Use Map.



Compatibility with Municipal Code

The abutting properties and many of the adjacent properties on the north side of Toll Road are platted but undeveloped. Municipal Code section 618 details the process that right-of-way vacations must follow. The applicant has submitted a formal application and obtained the required supporting signatures from

property owners along 28th Ave E within ½ mile of the end of the segment to be discontinued. The required Class III public hearing notice was submitted to the local newspaper. The right-of-way vacation as proposed will not result in any landlocked parcels. Staff has determined that the request is compatible and in compliance with the Municipal Code.

Review Recommendation

Staff recommends APPROVAL of the request to vacate City right-of-way on 28th Ave E between parcels 201-03744-0000 and 201-03742-0000 contingent on the following conditions:

- The right-of-way vacation and land transfer request shall be contingent on one another. Both shall require approval in order for either to proceed.
- The applicant shall be responsible for the costs associated with the right-of-way vacation including but not limited to: Certified Survey Map, closing costs, Register of Deeds recording fees, etc.
- Purchase price shall be \$0.25 per square foot as determined by ordinance. Based on an area of 9,124 square feet the purchase price shall be \$2,281.00 for the right-of-way area.
- Pending approval of the land transfer request, the applicant shall combine the former right-of-way parcel with parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000 via Certified Survey Map (CSM) to create one lot and City staff shall review and approve the CSM prior to recording at the County.
 - Vehicle access to the applicant's property shall be determined through coordination with the Department of Public Works and applicant shall obtain all right-of-way approvals prior to constructing access to the property.
 - Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.

Additionally, as a Public Informational Meeting is scheduled for the proposed Right-of-Way Vacation the Plan Commission should hear all input from the public prior to making a determination. The required Class 1 public informational meeting notice was issued on January 9th, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development. The required Class 3 Public Hearing notice for the Council meeting was issued for January 9th, 16th, and 23rd, and information regarding the Public Hearing scheduled for the January 30th Council meeting was included in the discretionary letters that were mailed to surrounding property owners.

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

SUBJECT: Consideration of a Request to Purchase Three (3) Parcels of City-Owned Land, Parcel Nos. 201-03742-0000, 201-03743-0000, and 201-03744-0000, Zoned Single-Family Residential (R-1). Applicant: Kevin Haas (*Planning Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Mayor, City Administrator, Plan Commission

EXHIBITS: 1. STAFF REPORT Haas Land Sale

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. The three parcels are currently vacant and are not considered essential parcels for the City. To staff's knowledge the parcels do not have easements or deed restrictions attached.

The proposed land transfer of Parcels # 201-03742-0000, 201-03743-0000, and 201-03744-0000 is in conformance with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The subject site is located within the overlap of multiple recommended land uses (Downtown Core & Commercial Districts, Traditional Neighborhood & Mixed Use, and Conservation Buffer). The Comprehensive Plan allows some overlap of recommended land uses to allow flexibility for future development within some areas of the City. The applicant's plans to combine parcels and construct a single-family home are compatible with the flexibility afforded by the overlap of land uses recommended in the Future Land Use Map.

The land transfer would involve the City transferring ownership of vacant City-owned parcels and right-of-way to a buyer who would combine the parcels and construct a single-family home on the parcel. Much of the immediate area consists of vacant properties but some parcels along Toll Road are developed as single-family homes. The land transfer and planned land use are consistent with the Comprehensive Plan.

SUMMARY STATEMENT:

Applicant Kevin Haas has requested that the City sell him three (3) parcels of vacant land on the east side of the City (parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000). The Plan Commission reviewed this request at the January 16th, 2024 Plan Commission meeting. Staff reviewed the land transfer request prior to the Plan Commission meeting and recommended approval with conditions as stated in the Plan Commission staff report. The Plan Commission held a public hearing and discussed the item and staff recommendation. Commissioners had concerns regarding the amount the City would accept for the land sale. The applicant offered \$0.25 per square foot for the land (\$5,702.80 based on approximately 22,811.2 sq. ft. or 0.52 acres of land area for the three parcels). The applicant's offer is based on the \$0.25 per square foot for vacated right-of-way set by ordinance. The Plan Commission wanted to ensure that the City charged a fair price for the land. The Plan Commission voted to recommend approving the land transfer with the conditions as stated below:

- The right-of-way vacation and land transfer request shall be contingent on one another. Both shall require approval in order for either to proceed.
- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Certified Survey Map, closing costs, Register of Deeds recording fees, etc.
- Pending approval of the right-of-way vacation, the applicant shall combine the former right-of-way parcel with parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000 via Certified Survey Map (CSM) to create one lot and City staff shall review and approve the CSM prior to recording at the County.
- Vehicle access to the applicant's property shall be determined through coordination with the Department of Public Works and applicant shall obtain all right-of-way approvals prior to constructing access to the property.
- Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.

The below three conditions were added at the Plan Commission meeting:

- The applicant shall construct a home on the combined parcel within three (3) years of the land transfer closing date.
- The applicant may not sell the parcel(s) within three (3) years of the land transfer closing date.
- Additionally, City staff is to request an appraisal from the City Assessor to determine a fair market value for the land.

After the Plan Commission meeting Planning staff reached out to the City Assessor and asked the Assessor to provide an appraisal for the three parcels as if they were combined. The Assessor informed staff that the combined parcels would have a value of \$18,000. Planning staff discussed this with the Mayor, City Administrator, and applicant. Since the three parcels are not combined and a CSM would be required staff and the Mayor believed that charging a purchase price lower than the fair market value could offset the costs of CSM and could help this and future applicants in developing vacant infill parcels as single-family homes. After discussion staff recommends that the Council approve the land transfer subject to the following conditions:

- The right-of-way vacation and land transfer request shall be contingent on one another. Both shall require approval in order for either to proceed.

- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Certified Survey Map, closing costs, Register of Deeds recording fees, etc.
- Purchase price for the combined parcels including the right-of-way shall be \$9,000.
- Pending approval of the right-of-way vacation, the applicant shall combine the former right-of-way parcel with parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000 via Certified Survey Map (CSM) to create one lot and City staff shall review and approve the CSM prior to recording at the County.
- Vehicle access to the applicant's property shall be determined through coordination with the Department of Public Works and applicant shall obtain all right-of-way approvals prior to constructing access to the property.
- Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.
- The applicant shall construct a home on the combined parcel within three (3) years of the land transfer closing date.
- The applicant may not sell the parcel(s) within three (3) years of the land transfer closing date.

If the Council votes to approve the land transfer request according to the conditions stated, staff would work with the applicant to move forward with the land transfer and closing. Please see the included Plan Commission staff report for more information.

STAFF REPORT

Plan Commission – January 16, 2024

Agenda Item # 5a: **Public Hearing Vote on a Citizen Request to Purchase 3 parcels of City-owned land, (parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000), zoned Single-Family Residential (R-1)**

Zoning District: Single-Family Residential (R-1)

Property Address: Vacant – No Address Number

Parcel #: 201-03742-0000, 201-03743-0000, 201-03744-0000

Applicant: Kevin Haas

Staff Contact: Steven Wiley

Background

Kevin Haas is interested in purchasing three (3) parcels of vacant City-owned property located on the north side of Toll Road on the eastern side of the city. Mr. Haas also requests that the City vacate the segment of 28th Ave E located between parcels 201-03744-0000 and 201-03742-0000. If the land transfer and right-of-way vacation are approved Mr. Haas would combine the three parcels with the discontinued right-of-way to create a buildable parcel. He would like to construct a single-family home on the combined parcel.

The three parcels are as follows in the table below:

Parcel #	Area	Zoning
201-03742-0000	4,080.4 sq. ft. (0.09 acres)	R-1
201-03743-0000	10,454.4 sq. ft. (0.24 acres)	R-1
201-03744-0000	8,276.4 sq. ft. (0.19 acres)	R-1

Based on the County GIS information City staff has estimated the overall square footage of the parcels to be 22,811.2 sq. ft. (0.52 acres in area). Mr. Haas is proposing a purchase price of \$0.25 per sq. ft. for the three parcels. Based on staff's area calculations, this would equate to a price of \$5,702.80 for the three parcels. The Plan Commission and City Council can determine whether or not to accept this price when considering the land transfer request.

All three parcels are zoned Single-Family Residential (R-1) and currently platted but undeveloped.

The applicant has discussed the land transfer and right-of-way vacation requests with Planning staff. Currently the properties are not on the tax roll since they are City-owned. The subject properties and all immediately surrounding parcels are vacant. The \$0.25 per square foot purchase price proposed by the applicant is consistent with the price set by ordinance for vacated right-of-way. The land transfer request would be contingent on the City vacating the portion of 28th Ave E right-of-way that runs between parcels 201-03742-0000 and 201-03744-0000. Planning staff informed the applicant that the land transfer would require Plan Commission and Common Council review and approval.

Existing Land Use	Zoning
Vacant: City-owned (3 parcels)	Single-Family Residential (R-1)

Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Vacant, platted	Single-Family Residential (R-1)
South	Vacant	Light Industrial (LI)
East	Vacant, platted	Heavy Industrial (HI), Floodway Overlay
West	Vacant, platted	Single-Family Residential (R-1)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Traditional Neighborhood and Mixed Use, Downtown Core and Commercial Districts, Conservation Buffer



The above map shows outlined in purple the three City-owned parcels the applicant would like to acquire. He would also like the City to vacate the segment of 28th Ave E between parcels 201-03742-0000 and 201-03744-0000.

Planning staff has discussed the proposal with Public Works. The Public Works Director does not have concerns with the land transfer request or proposed right-of-way vacation. Access to the subject property and properties to the north could come from the platted right-of-way that runs southwest-northeast just north of the subject parcels. No properties would lose right-of-way access due to the land transfer and right-of-way vacation. The applicant would combine the three parcels and vacated right-of-way and build a single-family home on the combined parcel. The right-of-way vacation will be considered under an accompanying agenda item.



The map above shows in red the segment of right-of-way requested for vacation under the accompanying agenda item.

Review Criteria for Offer to Purchase and Sale of Land:

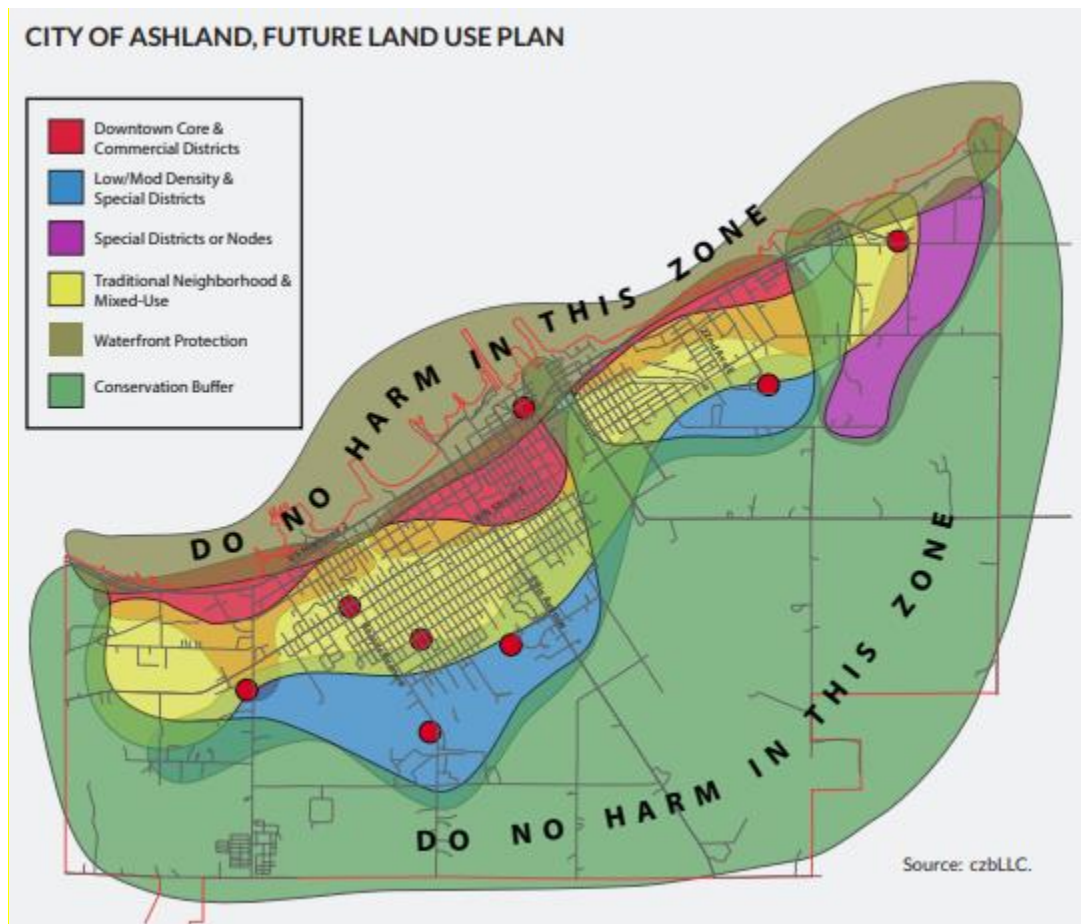
The following decision criteria were used to review the submitted land transfer request:

1. Consistency with Comprehensive Plan.

The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the

land is achieved. The three parcels are currently vacant and are not considered essential parcels for the City. To staff's knowledge the parcels do not have easements or deed restrictions attached.

The proposed land transfer of Parcels # 201-03742-0000, 201-03743-0000, and 201-03744-0000 is in conformance with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The subject site is located within the overlap of multiple recommended land uses (Downtown Core & Commercial Districts, Traditional Neighborhood & Mixed Use, and Conservation Buffer). The Comprehensive Plan allows some overlap of recommended land uses to allow flexibility for future development within some areas of the City. The applicant's plans to combine parcels and construct a single-family home are compatible with the flexibility afforded by the overlap of land uses recommended in the Future Land Use Map.



The land transfer would involve the City transferring ownership of vacant City-owned parcels and right-of-way to a buyer who would combine the parcels and construct a single-family home on the parcel. Much of the immediate area consists of vacant properties but some parcels along Toll Road are developed as single-family homes. The land transfer and planned land use are consistent with the Comprehensive Plan.

2. **Consistency with the Unified Development Ordinance (UDO):**
 - A. Zoning District: Single-Family Residential (R-1)

The sale of Parcels # 201-03742-0000, 201-03743-0000, and 201-03744-0000 to a buyer who would like to combine them and construct a single-family use is consistent with the R-1 zoning and the UDO. The buyer does not propose a zone change or a land use inconsistent with the UDO or current zoning. A number of parcels that are developed nearby along 26th Ave E have single-family homes.

B. Compatibility of Proposed Development with Existing Development

The land requested for transfer by the applicant is currently vacant with no development plans proposed. The land transfer, right-of-way vacation, and combination of the parcels into a buildable lot for development as a residential property are compatible with the existing single-family uses nearby and would facilitate the development of property which would otherwise not be possible.

3. Consideration of Highest and Best Use:

Considering all factors as listed above, staff sees single-family residential as the highest and best use of the property. The City has no current or future plans for use of the parcel, and has deemed this land non-essential for future City needs. It is not shown as essential in City of Ashland Ordinance Chapter 478.

The proposed use is compatible with the site and surrounding areas. The surrounding parcels are either vacant, residential, commercial, or industrial. The applicant would work with City staff on going through the approval process and obtaining permits for construction of a new home when he is ready.

4. **Additional Factors, including Compliance with other City Ordinances and State Statutes:**
- a. The applicant shall apply with Ashland County for combination of Parcels # 201-03742-0000, 201-03744-0000, and 201-03743-0000 along with the portion of right-of-way to be vacated via Certified Survey Map into a single tax parcel.
 - b. Water and sanitary sewer run along Toll Road and are available near the subject site.

Review Recommendation

Staff recommends APPROVAL of the Land Transfer request to sell Parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000 contingent on the following conditions:

- The right-of-way vacation and land transfer request shall be contingent on one another. Both shall require approval in order for either to proceed.
- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Certified Survey Map, closing costs, Register of Deeds recording fees, etc.
- Purchase price shall be \$0.25 per square foot as proposed by the applicant. Based on an area of 22,811.2 square feet the purchase price shall be \$5,702.80 for the 3 parcels.
- Pending approval of the right-of-way vacation, the applicant shall combine the former right-of-way parcel with parcels 201-03742-0000, 201-03743-0000, and 201-03744-0000 via Certified Survey Map (CSM) to create one lot and City staff shall review and approve the CSM prior to recording at the County.
 - Vehicle access to the applicant's property shall be determined through coordination with the Department of Public Works and applicant shall obtain all right-of-way approvals prior to constructing access to the property.
 - Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.

Additionally, as a Public Hearing is scheduled for the proposed Land Transfer, the Plan Commission should hear all input from the public prior to making a determination. The required Class 1 public hearing notice was issued on January 9th and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

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

SUBJECT: Consideration to Approve an Ordinance to Amend Chapter 978 (1831) Burning of Grass, Leaves, and Garbage, Ashland City Ordinances (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS: 1. Proposed Ordinance 2024-1992

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

[Chapter 978 \(1831\)](#) Burning of Grass, Leaves, and Garbage, Ashland City Ordinances, references the burning of grass and rubbish within the City limits. Since the creation of this ordinance, there was a change in the name of the facility which the Ashland Fire Department has a direct relationship with to conduct practice burns and training.

[Ch. 978.10 Fire Department Practice Burns](#) names the Wisconsin Indianhead Technical College which has a longstanding agreement with the Ashland Fire Department to utilize a structure on their property for practice burns and training. This facility has since changed its name to Northwood Technical College.

The City Clerk is requesting approval from Council to amend Chapter 978.10 to reflect this name change. There has been no change to the agreement between the City of Ashland Fire Department and the College.

Sequential Ordinance No. 2024-1992

ORDINANCE TO AMEND CHAPTER 978 (1831) BURNING OF GRASS, LEAVES, AND GARBAGE, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of January 30, 2024, for the purpose of amending Chapter 978 (1831) Burning of Grass, Leaves, and Garbage, Ashland City Ordinances.

Section I:

978.10 Fire Department Practice Burn *shall be amended as follows:*

The Ashland Fire Department or Northwoods Technical College may burn a standing building if necessary or useful for fire-fighting practice upon compliance with any applicable requirements of the Department of Natural Resources.

Section II:

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

PASSED: January 30, 2024

PUBLISHED: February 6, 2024

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Consideration of an Original Alcohol Beverage License Application from The Union on Main, LLC dba The Union, and Agent Jeanne Aspenson, at 100 West Main Street, Ashland (Clerk) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer
Ashland Police Department

EXHIBITS:

1. Original Alcohol Beverage License Application, The Union on Main LLC
2. Supplemental Questionnaire and Schedule for Appointment of Agent, The Union on Main LLC - redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The former Union Bank building at 100 West Main Street, Ashland has been undergoing renovations steadily for nearly two years, and the owner is looking to secure an alcohol license to be able to operate as a destination for large events such as wedding receptions and private parties.

By holding an alcohol license for beer and liquor, the Union on Main, LLC would not be restricted to caterers who hold their own alcohol license, to be able to serve during an event.

Staff is requesting approval of the application for a Class B fermented malt beverage and Class B intoxicating liquor license for The Union on Main, LLC.

Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY

Municipality

License Period

License(s) Requested

- ☐ Class "A" Beer \$ _____ ☐ "Class A" Liquor \$ _____
- ☒ Class "B" Beer \$ 100.00 ☒ "Class B" Liquor \$ 500.00
- ☐ "Class C" Wine \$ _____ ☐ "Class A" Liquor (Cider Only) \$ _____
- ☐ Reserve "Class B" Liquor \$ _____ ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$600.00
Publication Fee	\$50.00
Background Check	\$
Total Fees	\$650.00

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

The Union on Main, LLC

2. Trade Name or DBA

The Union

3. Premises Address

100 Main Street W

4. County

Ashland

5. Municipality

Ashland

6. Aldermanic District

7. Mailing Address (if different from premises address)

8. FEIN

92-3871065

9. Wisconsin Seller's Permit Number

10. Premises Phone

608-306-2598

11. Premises Email

info@unionashland.com

12. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe 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 in this application. Attach additional sheets if necessary.

The venue, The Union on Main will be held on the upper (second) floor of the Union National Bank Building at 100 Main Street W, Ashland, WI.

The bar area is located on the southeast corner on the second floor. All beer, wine and some liquor will be stored there.

Additional liquor, beer and wine stock will be in a locked room at the north end of the basement.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration

Wisconsin

2. Date of Registration

04/03/2023

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No

Name of Parent Company

FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☐ No
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name

Agent's First Name

Phone

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Aspenson	Jeanne	Owner/Manager	608-306-2598

Part E: Attestation

Who must sign this application?

• sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature

Date

Name (Last, First, M.I.)

Aspenson, Jeanne M

Title

Owner/Manager

Email

info@unionashland.com

Phone

608-306-2598

Part F: For Clerk Use Only

Date application was filed with clerk

1-16-2024

Date reported to governing body

Date provisional license issued (if applicable)

Date license granted

License number

Date license issued

Signature of Clerk/Deputy Clerk

Form
AT-103

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)

The Union on Main, LLC

2. Trade Name or DBA

The Union

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)

Aspenson, Jeanne M

2. Relationship to Registered Entity (Title)

Owner/Manager

3. Email

4. Phone

5. Home Address

25941 State Hwy 27

6. City

Eastman

7. State

WI

8. Zip Code

54626

9. Date of Birth

10. Drivers License/State ID Number

11. Drivers License/State ID State of Issuance

WI

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1

25941 State Hwy 27

Previous City, State, Zip

Eastman, WI 54626

Dates (MM/YYYY - MM/YYYY)

2004-present

Previous Address 2

Previous City, State, Zip

Dates (MM/YYYY - MM/YYYY)

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name

Gatherings on the Ridge, LLC, Eastman, WI 54626

Employer's Address

25941 State Hwy 27, Eastman, WI 54626

Dates Employed (MM/YYYY - MM/YYYY)

2012-present

Employer's Name

Jeanne Aspenson - Owner

Employer's Address

25941 State Hwy 27, Eastman, WI 54626

Dates Employed (MM/YYYY - MM/YYYY)

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No
- If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Trial Date
------------------------	------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

Law/Ordinance Violated	Trial Date
------------------------	------------

Penalty Imposed	Was sentence completed? ☐ Yes ☐ No
-----------------	--

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No
- If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part F: Questions

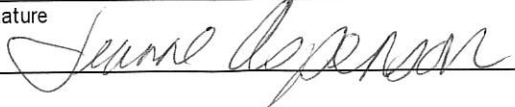
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. ☐ Yes ☒ No

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years 55 years	Months 6
--	-------------------	-------------

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☒ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 1-17-24
--	-----------------

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of Ashland County of Ashland
☒ City

The undersigned duly authorized officer/member/manager of The Union on Main, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Union
(Trade Name)

located at 100 Main Street W, Ashland, WI 54806

appoints Jeanne Aspenson
(Name of Appointed Agent)
25941 State Hwy 27, Eastman, WI 54806
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Gatherings on the Ridge, Eastman, WI 54626, Eastman township

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 55 years

Place of residence last year 25941 State Hwy 27, Eastman, WI 54626

For: Gatherings on the Ridge, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Jeanne Aspenson
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jeanne Aspenson, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Jeanne Aspenson 1-17-24 Agent's age 55
(Signature of Agent) (Date)
25941 State Hwy 27, Eastman, WI 54626 Date of birth 06/27/1968
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

SUBJECT: Consideration to Approve a Resolution to Recognize World Migratory Bird Day and Renew the Annual Bird City Application (*Parks and Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Administration

EXHIBITS: 1. Proposed Resolution No. 17760

EXPENDITURES REQUIRED: \$150.00

AMOUNT BUDGETED: \$150.00 - Ashland Parks and Rec General Operating Expenses

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The City of Ashland has been recognized as a Bird City USA/Wisconsin since 2013. The City of Ashland collaborates with the Ashland Chamber of Commerce on the application and to recognize World Migratory Bird Day on the third (instead of the second) Saturday of May as part of the Chequamegon Bay Birding and Nature Festival.

Due to a change change in staffing at Bird City Wisconsin, the application due date is February 29, 2024.

The Bird City Network is supported by the American Bird Conservancy, Environment for the Americans and the US Fish and Wildlife Service. Communities in 9 US states and 2 countries who apply and meet specific criteria are chosen to be a Bird City. The City of Ashland is one of 21 communities in Wisconsin who are recognized for their efforts to "protect and manage green space, educate citizens, landscape with native plants, reduce threats to birds and generally make urban areas both friendlier for birds and places where people want to live and work".

The City of Ashland and the Ashland Chamber work together to become a Bird City.

RESOLUTION No. 17760

RESOLUTION TO RECOGNIZE WORLD MIGRATORY BIRD DAY

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*

WHEREAS, public awareness and concern are crucial components of migratory bird conservation, *and*

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, *and*

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

NOW THEREFORE BE IT RESOLVED, the Common Council for the City of Ashland, Wisconsin hereby agrees to recognize the third Saturday of May as World Migratory Bird Day, and urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Passed: January 30, 2024

Alderson

ATTEST:

Denise Oliphant, City Clerk

Matt Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney