



Take notice that the City of Ashland Common Council will meet at 6:00 PM in the City Hall Council Chambers, 601 Main Street W. Ashland, WI to consider and act upon the following agenda.

To attend virtually, 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, September 10, 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. August 20, 2024 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. Announcements

6. CONSENT AGENDA

- A. Miscellaneous Minutes

7. OLD BUSINESS

- A. Approve a Resolution to Amend the 2023 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Budgets Per Wis. State Statute 65.90(5)(a) (Finance) Roll
- B. Approve to Accept the Assistance to Firefighters Grant for the Purchase of a New Ambulance (Fire Department) Roll
- C. Approve an Agreement between the Wisconsin Department of Natural Resources and the City of Ashland for the Purpose of Invasive Species

Removal and Restoration of Native Herbaceous Species on Publicly Owned Land in the City of Ashland, Wisconsin (*Parks*) Roll

- D. **Approve a Resolution to Vacate Order Transportation Project Plat 1610-00-27- 4.21 for State Highway 13 Pavement Replacement Project (*Public Works*) Roll**

8. NEW BUSINESS

- A. **Consider a Memorandum of Understanding between the City of Ashland and the School District of Ashland (*Parks*) Roll**

9. 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.

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, August 20, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, August 20, 2024 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie 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, Nancy Sztynдор

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Director Steven Wiley, Police Chief Willis Hagstrom, Finance Director Julie Vaillancourt, Library Director Sarah Adams, and other interested citizens.

2. APPROVAL OF AGENDA

A motion by Goyke and seconded by Seefeldt to approve was passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **July 30, 2024 City Council and Committee of the Whole Meeting Minutes**

A motion by Sztynдор and seconded by Goyke to approve the minutes was carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

There were no citizens who requested to address the Council.

5. MAYOR'S REPORT

A. **Announcements**

The Primary Election held on August 13, 2024 went well. The Clerk's office continued to ask for those interested to offer their time working at the polls during the upcoming November General

Election. Governor Evers was in town last week along with the Secretary of the Department of Transportation to review some of the City's completed and upcoming projects. The Mayor invited Councilors to ride along with Property Maintenance personnel during their site inspections. Mac Kenzie also recognized that Administration determined not to accept a recent donation for the East End Community Park. A letter of appreciation from Northland College was distributed to the Council.

B. Appointments

Seefeldt moved, seconded by Ortman to approve to reappoint Brian Munson to the Disabled Parking Enforcement and Assistance Council for a term to expire in August 2027. The motion carried unanimously by voice vote.

6. OLD BUSINESS

A. Approve to Accept a Grant from the Public Service Commission's Office of Energy Innovation (PSC-OEI), and Consider a Professional Services Agreement between the City of Ashland and Jolma Electric LLC and muGrid Analytics LLC for a Renewable Resources Planning Study for Solar and Microgrid Feasibility (Planning) Roll

A motion by Seefeldt and seconded by Szyndor to approve to accept the grant and award a professional services agreement to Jolma Electric LLC was passed unanimously by roll call vote.

B. Approve a Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Ashland to Assist with Funding to Update to the Comprehensive Outdoor Recreation Plan (CORP) (Parks) Roll

A motion by Seefeldt and seconded by Jackson to approve the grant agreement passed unanimously by roll call vote.

7. NEW BUSINESS

A. Consideration of an Alcohol Beverage License Application for a Class A Fermented Malt Beverage and Intoxicating Liquor Alcohol License for Taste of Wisconsin LLC dba Taste of Wisconsin, at 601 Lake Shore Drive East, Ashland, and Agent Jerry Henderson (Clerk) Roll

A motion by Ortman and seconded by Szyndor to approve the alcohol license application was passed unanimously by roll call vote.

8. ADJOURNMENT

A motion by Ortman and seconded by Seefeldt to adjourn was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk



MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, August 20, 2024 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, August 20, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:15 p.m.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochterman, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Sztynodor

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Director Steven Wiley, Police Chief Willis Hagstrom, Finance Director Julie Vaillancourt, Library Director Sarah Adams, and other interested citizens.

2. **Approval of Agenda**

A motion by Seefeldt, seconded by Sztynodor to approve the agenda was approved unanimously by voice vote.

3. **Council President's Report**

Ortman offered no report.

4. **Administrator's Report**

Kucera announced work has begun on the 2025 budget. Bids will be sent out for employee health insurance quotes. Event Coordinator Jennifer Fanucci will be working for the City for a limited term to analyze current events, take on new projects, and research new ideas for events for the City.

5. **DISCUSSION ITEMS**

A. **Discussion and Possible Action on a Resolution to Amend the 2023 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Budgets Per Wis. State Statute 65.90(5)(a) (Finance)**

Vaillancourt presented the item to Council and answered questions. A motion by Seefelt to forward the resolution to Council for formal approval, seconded by Sztynodor passed unanimously by voice vote.

B. **Presentation and Update of Vaughn Library Renovation Phase I (Library)**

Adams offered a presentation to Council to update them of the library renovation project. No formal action was taken.

C. **Update Regarding Vehicular Noise (Mayor)**

Mac Kenzie and Hagstrom offered an update to Council and answered questions. No formal action was taken.

6. Items for Future Discussion

Jackson requested conversation regarding picnic tables and benches being removed from the City parks, etc.

Mac Kenzie requested an update discussion regarding the proposed Splashpad.

Kucera offered to bring forward an update of the former Baron site.

Mac Kenzie noted discussion would be held during an upcoming Council retreat, date TBD.

Mac Kenzie also noted a picnic is being planned for members of the City's boards and committees.

7. Adjournment

A motion by Goyke, seconded by Gregoire to adjourn, passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

AIRPORT COMMISSION MEETING MINUTES: **Thursday, May 2, 2024**

1. Roll Call

- a. Roll Call: Lloyd Orensten, John Coffey, Richard Huber, Blake Ellefson, Carol Ortman
PRESENT: Lloyd Orensetn, John Coffey, Richard Huber, Carol Ortman

ABSENT: Blake Ellefson (Excused)

ALSO PRESENT: Airport Manager Bill Moore

2. Approval of Minutes

Motion to approve the minutes: Huber

Second: Coffey

Vote: Passes Unanimously (Voice)

- a. February 22, 2024 Airport Commission Minutes
- b. March 21, 2024 Airport Commission Minutes
- c. April 11, 2024 Airport Commission Minutes

3. Citizen Participation Period

No members of the public present.

4. Commission Items

- a. Bretting Hangar and Fuel Farm Discussion (David Bretting - Guest Speaker)
No action taken.
- b. Liability Insurance Regarding Jet A Fuel Farm
Moore presented information regarding insurance coverage for the fuel farm from Ashland City Clerk, Denise Oliphant.
- c. Hangar Lease Discussion
Discussion regarding surveying for hangar lease amounts, this would be the next step. There has not been any movement from the City nor County on the leases otherwise.

No action taken.

- d. 2023 Wisconsin Act 12-Personal Property Exemption Discussion
No action taken.
- e. Mini-Van Lease Discussion
Moore has discussed the vehicle with Bill Hagstrom, Ashland Chief of Police, and Chief Hagstrom recommended keeping the vehicle as it would likely still return a profit on sale even if the rentals don't generate the income to pay for the lease.
No action taken

5. Closed Session

- a. Pursuant to WI Stat. 19.85(1)(c): "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (Airport Commission Chairperson: Review Applications)

Motion to enter Closed Session: Ortman

Second: Coffey

Vote: Passes Unanimously.

Motion to amend Closed Session motion to allow Ashland City Administrator Brant Kucera and Airport Manager Bill Moore to remain during closed session: Huber

Second: Ellefson

Vote: Passes Unanimously

Motion to exit Closed Session: Huber

Second: Ortman

Vote: Passes Unanimously

6. Airport Manager's Report

- a. Results from Brushing
Brushing has been completed, despite being delayed by the late season snow storm.
- b. Mowing Equipment Prep & Maintenance
Prep has been completed and they are ready to roll for the summer. The runway has been mowed once already.

7. Approval of Bills

Total bills: \$18,108.81

Titan fuel: ~ \$14,000

Lulich: \$3,275 for rental

Misc bills

Motion to approve bills: Coffey

Second: Ellefson

Vote: Unanimous

8. Set Next Meeting Date

Next meeting set for May 23rd, 2024 at 4:30 PM at the JFK Memorial Airport Terminal.

9. Adjournment

Motion to adjourn: Coffey

Second: Huber

Vote: Passes Unanimously

AIRPORT COMMISSION MEETING MINUTES: **Thursday, June 27, 2024**

1. Roll Call

The June 27, 2024 called to order at 4:30 PM by L. Orensten.

- a. Commission Members: Lloyd Orensten, Carol Ortman, John Coffey, Richard Huber, Blake Ellefson

PRESENT: Lloyd Orensten, Richard Huber, Carol Ortman, John Coffey (arrived at 4:35)

ABSENT: (Excused) Blake Ellefson

ALSO PRESENT: Derek Hall (Airport Manager), Bill Moore (Airport Manager)

2. Approval of Minutes

- a. Complete and Approve Missing Details (Items 1, 2, 4a, and 4b) from May 2nd, 2024 Meeting

Orensten stated that he would come to City Hall to amend the May 2nd Minutes.

NO ACTION TAKEN

- b. May 23, 2024 Meeting Minutes

Motion to Approve May 23rd Minutes: Huber

Second: Ortman

Vote: Approved Unanimously (Coffey not yet present)

3. Citizen Participation Period

4. Commission Items

- a. Bretting Hangar and Fuel Farm Discussion

Moore reported that the Airport did purchase the fuel farm from Brettings. The fuel farm is empty as of the 27th with a large amount of Jet A sales on the 27th.

Bretting is owed 2,100 gallons of Jet A as compensation for what was in the tank at purchase. Moore also reported that the city has acquired insurance for the fuel farm.

- b. Lot Description Survey Inquiries

Moore met with Mark Osikowski on June 19th to discuss the lot surveys and the loss of the Personal Property Tax. He said that no other airports that Mark works

with has made progress in adjusting for the Personal Property Tax loss. Moore requested the Commission give approval to move forward with lot descriptions with Carl. Ortman asked for pricing, Moore gave a rough estimate of 1/10 of the price, but would give an exact figure for the Commission.

NO ACTION TAKEN

c. Titan Aviation Fuel Seminar

Hall has completed the Fuel Seminar and has approval to operate the fuel farm and fuel aircraft.

d. JET A and 100LL Fuel Prices

Moore presented information from regional airports and their fuel prices. Moore felt like ASX and regional airports are in the same ballpark. Commission asked to defer to the next meeting after the new fuel load comes in of Jet A. Ortman expressed the opinion that the prices should be raised by \$0.25.

5. Airport Manager's Report

Moore- Sold 1,800 Gallons on 6/27 to empty the Jet A tank. Traffic is picking up.

6. Approval of Bills

1034.37 total
Propane for terminal building
Weed killer
Runway lights

Motion to approve the bills: Ortman
Second: Coffey
Vote: Passes unanimously

7. Set Next Meeting Date

7/18 @ 4:30 PM at the Airport Terminal.

8. Adjournment

Motion to adjourn: Ortman
Second: Huber
Vote: Passes unanimously

Submitted by Kevin Haas - Deputy Clerk - City of Ashland

AIRPORT COMMISSION MEETING MINUTES: **Thursday, July 18, 2024**

1. Roll Call

- a. Commission Members: Lloyd Orensten, John Coffey, Carol Ortman, Richard Huber, Blake Ellefson

PRESENT: Lloyd Orensten, John Coffey, Richard Huber

ABSENT: Carol Ortman, Blake Ellefson(Excused)

ALSO PRESENT: Derek Hall

2. Approval of Minutes

- a. Approve minutes from June 27, 2024 Airport Commission Meeting
Motion to approve June 27, 2024 Airport Commission Minutes: Huber
Second: Coffey
Vote: Passes Unanimously (Voice)
- b. Complete and Approve Missing Details (Items 1, 2, 4a, and 4b) from May 2nd, 2024 Meeting
City of Ashland Deputy Clerk was called to get the missing items from the May 2nd Meeting finalized. Missing items were captured.
Motion to approve the May 2nd Minutes as stated (May 2nd Minutes updated):
Coffey
Second: Huber
Vote: Passes Unanimously (Voice)

3. Citizen Participation Period

No members of the public present.

4. Commission Items

- a. Lot Descriptions Survey
Hall report that Karl Kemper is working with him on the descriptions. They are nearing completion, estimating in the next week.

No action taken.
- b. Jet-A Invoice and Fuel Cost Summary

Hall presented the invoice from Titan Fuels and the new margins of sales, increasing Jet A margins up \$0.72, \$1.90 to \$2.62 per gallon profit.

No action taken.

c. Bretting Hangar Purchase

No update from Ashland County, Bayfield County, or the City of Ashland.

No action taken.

5. Airport Manager's Report

Hall presented the letter to Bayfield County requesting funding from Bayfield County.

Projects on the horizon: reseal the building and new windows in the terminal.

We have 1,600 gallons of 100LL fuel and ordering another 4,000 gallons, should be delivered next week. Hall requested an upgrade to the POS for fuel sales away from a dial-up connection to something more modern.

Looking at options about upgrading the fuel truck.

6. Approval of Bills

\$25,451 for Jet A

\$26315.20 Total

Motion to approve bills: Huber

Second: Coffey

Vote: Passes Unanimously (voice)

7. Set Next Meeting Date

Next meeting set for August 22nd at 5:00PM at the JFK Terminal.

8. Adjournment

Motion to adjourn: Coffey

Second: Huber

Vote: Passes Unanimously

CITY OF ASHLAND
POLICE & FIRE COMMISSION MEETING
Monday, June 3, 2024 – 5:15 p.m.
Hybrid Meeting – Ashland Fire Dept. and GoTo Meeting

1. **CALL TO ORDER:**

Ed Monroe, Vice President, called the meeting to order at 5:15 pm.

2 **ROLL CALL:**

Members Attended: Ed Monroe, Matthew Horning, Melissa O'Connor, Ron Sztynдор

Others Attended: Police Chief Hagstrom, Fire Chief Matthias and Emily Hanson
Christine Fabiani attended virtually for a short time at the beginning of the meeting.

3. **APPROVAL OF AGENDA ITEMS:**

A motion to approve the current agenda items was made by Matt Horning, seconded by Ron Sztynдор, and passed unanimously.

4. **APPROVAL OF MINUTES FROM MARCH 4, 2024 MEETING:**

A motion to approve the minutes from the previous meeting was made by Ron Sztynдор, seconded by Melissa O'Connor, and passed unanimously.

5. **POLICE DEPARTMENT BUSINESS:**

Administrative Report

Chief Hagstrom went over the Police Department report that was emailed to the commission members and available at the meeting in hardcopy. The report consisted of statistics from March 1, 2024 through May 31, 2024. There was an average of 19.5 calls per day, there were 73 arrests, 6 emergency detentions and 22 reportable accidents.

Chief Hagstrom let the Commission know that he listed some patrol/investigation incidents that were more than just routine, along with situations where physical force was used.

Chief Hagstrom reported that they have interviewed five potential new officers, and one will be moving forward to be interviewed by the PFC.

6. **FIRE DEPARTMENT BUSINESS:**

Administrative Report

Chief Matthias went over the Fire Department report that was emailed to the commission members and available at the meeting in hardcopy. The report consisted of statistics from March 1, 2024 through May 31, 2024. The department responded to 697 incidents.

CITY OF ASHLAND
POLICE & FIRE COMMISSION MEETING
Monday, June 3, 2024 – 5:15 p.m.
Hybrid Meeting – Ashland Fire Dept. and GoTo Meeting

A motion to approve both Department Reports and place them on file was made by Matt Horning, seconded by Ed Monroe, and passed unanimously.

7. NEXT REGULAR MEETING DATE:

The next regular meeting will be held on Monday, September 9, 2024 at 5:15 p.m. This is the second Monday of month, as the first Monday of the month is Labor Day. This will be a hybrid meeting; those that choose to attend in-person can do so at the Ashland Fire Department, and others will have the option to attend virtually via GoTo Meeting.

8. CLOSED SESSION:

A motion to enter into closed session was made by Ron Sztynodor, seconded by Melissa O'Connor, and passed unanimously.

Ed Monroe, President, announced that they will enter into closed session per Wisconsin State Statute 19.85(1)(c). "To consider employment, promotion, compensation or performance evaluation data of any public employee over which the commission has jurisdiction or exercises responsibility."

Chief Hagstrom and Chief Matthias attended the closed session due to their presence being necessary for the business at hand.

9. RETURN TO OPEN SESSION:

A motion to return to open session was made by Ron Sztynodor, seconded by Matt Honring, and passed unanimously.

10. REPORT ACTION TAKEN IN CLOSED SESSION:

Probation and Personnel Reports were given by both Chief Hagstrom and Chief Matthias. The reports were approved unanimously by the commission in closed session.

A motion to reaffirm the business taken during closed session was made by Ed Monroe, seconded by Ron Sztynodor, and passed unanimously.

11. ADJOURNMENT:

A motion to adjourn the meeting was made by Matt Horning, seconded by Ron Sztynodor, and approved unanimously. Meeting was adjourned at 6:10 pm.

Respectfully Submitted
Emily Hanson, Admin Asst.



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

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wednesday February 19, 2024 5:00 pm

Ashland City Hall Council Chambers

I. Call to Order

- a. Roll Call: Axel Peterman, Kevin Seefeldt, Mike Amman, Meghan Salmon-Tumas, and Jen Weilwer
Excused: David Ullman
Late: Sara Jackson
- b. Agenda Modification
- c. Approval of Minutes
 - i. Approval of January 22, 2024 Minutes
Motion by Seefeldt, Second by Weiler

II. Public Comment Period

III Information Items

- Parks:
 - o Campgrounds opened 2 weeks early, May 1
 - o Reduced mowing plan being implemented by City staff
 - o Oredock Diamond Access Project work to resume in June by Kramer NA
 - Check for sound concrete and fix cracks
 - Seed native plantings
 - flagpole installation planned for early June
 - plan to finish by end of June
- Recreation Updates
 - o 1.5 staff for summer programs
 - o Art in the Park to be funded through grant from Ashland Education Fund
- Urban Forestry
 - o Gravel bed for 100 trees has been constructed
- Community Garden
 - o New water line and meter, no longer tied to neighboring building
 - o Kids' gardening program this city through collaboration between City staff and Garden Management Team
- Farmer's Market
 - o Manager hired for summer
 - o Started 5/18
 - o EBT system coming

VI. Business Items:

- Discussion and Approval to create an Ashland Area Farmers Market subcommittee of the PRC
 - o 2-3 people from PRC plus Scott Webber

City of Ashland, Wisconsin ~ Parks and Recreation Department
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- Helps with hiring Market Manager
 - Seefeldt—are there policies and procedures outlined for the Market?
 - Hudson—Market Manager will work on developing those
 - Peterman—could use a system that limits ratio of craft to produce vendors. Could also model larger markets by requiring vendors to be present every week.
 - Hudson—The current Market Manager is considering similar policies
 - Amman—what is the demand to be vendors?
 - Hudson—it's up. Larger vendors do move on, but vendors are increasing. Trying to get hot food vendors too.
 - Motion to create a subcommittee by Seefeldt, Second by Peterman; Motion passes.
- Discussion and Approval to update the Beaser Community Garden Policy
 - Motion to accept new Beaser Community Garden Policy by Seefeldt, Second by Peterman; Motion passes
- Discussion and Approval to applying for the following grants: IRA Urban Forestry Grant,
 - Working with community partners
 - Aim to remove invasive species and replant with native species of cultural significance to area tribes
 - Would hire contractor to implement as well as City staff to support grant
- Recreation Boating Facilities – Kreher Park Boat Launch, Boating Infrastructure Grant – Kreher Park Boat Launch
 - Aiming for DNR Sport Fish Restoration Boating Infrastructure Grant (BIG) Tier 2
 - DNR Recreational Boating Facilities (RBF)
 - Seefeldt—what if we are granted only one of the DNR grants? Can we refuse that grant?
 - Hudson—yes, we can refuse the grant with no penalty; recall that we need to do construction on this site in a particular way given its Superfund history. Current launch is small, dilapidated, and not ADA compliant
 - Motion to apply for the Urban Forestry, DNR BIG, and DNR RBF grants by Seefeldt, Second by Amman; Motion passes
- Bike Plan Update – Dave Ullman
 - Was approved by Public Works, went through Committee of the Whole, then City Council approved it
 - We are participating in the AARP Living Cities Lab, which fast tracks some projects
- Stormwater Drain Painting Project Update
 - Collaborating with NW Lung Alliance modeling after City of Superior program. Two interns hired by NWLA presented to Public Works.
 - Main St selected for program, which will hopefully be redone in a few years
 - Nine submissions received; trying to find more locations to field all submissions
 - Art lasts 2-3 years, but can be removed or repainted if needed
 - Amman—is the paint toxic?
 - Hudson—Looking at using Linseed Oil paint
 - Sticker with QR code gets sealed into the concrete
 - Plan to showcase in Fall, during Fall Fest weekend
 - Seefeldt—do artists paint directly on concrete?
 - Hudson—yes, then the City will seal it on
 - Weiler—wouldn't acrylic paint be best?
 - Hudson—I'll ask Zoe and Charmaine
 - Peterman—I'm googling now and see that acrylic is water-based with a plastic binder
 - Seefeldt—this is funding for just one year? And if it's successful we will look for more?
 - Hudson--yes
- Discussion Parks Master Plan Update

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

- Twelve people came to info session, including some new voices
- MSA was surprised by number of survey respondents
- Early results show that people like bike paths and are frustrated with boat launch
- Consultants will come mid-June for stakeholder groups
- Discussion: 2024 – 2025 Parks Projects Updates
 - Kreher Park RV Campground rehab started
 - Bathhouse update to ADA compliance, using existing foundation
 - Upgrade electric and water lines
 - More camping in existing ground and up on bluff
 - Parkitecture doing work
 - Amman—what about yurts?
 - Hudson—we like the idea of glamping and see what Bayfield County has done
 - Jackson—there are no tent sites on the lake
 - Hudson—we are also looking at putting tent sites up on the bluff
 - Bay City Creek Riparian Corridor Restoration
 - Removing invasive species (garlic mustard and wild parsnip treatments), planting native species
 - NRPA Sustainability in Practice
 - Applied with SRWA
 - Education class
 - USFW Fish Creek Estuary
 - SRWA
 - Prentice Park Sloughs
 - Remove cattails, replant with wild rice
 - Stuntz Ave, Oredock Access Rd
 - Waterfront Trail repair
 - Was restored last year
 - Received funding, waiting on grant contract
 - Splashpad
 - Got contracts, working with CRS for installation and equipment
 - Hope to build in August, open next year
 - West End Skating Rink Fence
 - Had 2 work days with good turnout
 - Painted inside; need more paint to cover outside
 - Asked participants to complete Park survey
 - Heard ideas of native plantings there

V. Next Meeting Date

June 17th, tentatively

VI. Comments and Questions

Amman—can the City outlaw single use plastic? The trash needing pickup in parks is a lot.

Hudson—no, there is a State law that we cannot

Jackson—stepping away after this meeting; happy to help so reach out for projects

Find yourself next to the water.



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Seefeldt—Sara does good work; general agreement

VII. Adjourn

Motion to adjourn by Amman, Second by Seefeldt; Motion passes

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.

Ref: 2024-191

COUNCIL AGENDA: 7.A.
(9/10/2024)

SUBJECT: Approve a Resolution to Amend the 2023 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Budgets Per Wis. State Statute 65.90(5)(a) (*Finance*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Committee of the Whole, August 20, 2024
Administrator

EXHIBITS:

1.	Proposed Resolution 17790
2.	2023 Proposed Budget Amendment
3.	General Fund-Fund Balance as of 12-31-2023

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

At their August 20, 2024 Committee of the Whole meeting, Council agreed to forward the proposed resolution to the Council agenda for formal approval.

The 2023 audit is still in progress and one of the final items to be completed is the 2023 budget amendment. The annual budgets are formulated based on the best information at the time of preparation, which is usually around four months before the budget year begins. For 2023, the preliminary actual results vary from the budgets formulated and some departments are over budget while other departments are under budget. This results in the need for the Council to re-appropriate the 2023 budget for expenditures. The budget amendment will bring the expenditures and transfers into compliance with Wis. Stats. 65.90(5)(a) Municipal Budgets. The total amount of the general fund budget stays at the original approved amount of \$13,633,147.

The council approved the utilization of general fund - fund balance for the 2023 budget. The amount appropriated for this was \$573,774. The amount applied to actual expenditures is \$339,272. The difference of \$235,502 maintains the general fund - fund balance, minimum of 30% of 2024 budgeted expenses, per the fund balance policy. See exhibit 3.

The following is a summary of the larger proposed budget amendment or budget variances (see exhibit 2 for more information):

This amendment Increases Transfers to Other Funds:

To Police Capital for vehicle lease expense over 2023 leased vehicle sales - \$57,688

To the Airport for an additional capital contribution to match the County contribution for capital - \$16,500

Increase (Decrease) in various General Government Operating Expenses/Budgets:

Overall, the general government was under budget by \$21,610 and will require a re-distribution of budget amounts within this section. Also, \$16,500 of the budget is being applied to the additional transfer to the Airport.

Personnel expenses were under budget by \$73,032 due to the actual expenditures being lower than anticipated.

Building & Facilities Maintenance is over budget by \$22,544 due to the addition of contract cleaning, garage door repairs, and water heater repairs.

Increase (Decrease) in various Public Safety Operating Expenses/Budgets:

The fire department is under budget by \$265,119 due to positions not being filled.

Increase (Decrease) in various Public Works Operating Expenses/Budgets:

Public works and sanitation expenses are over budget by \$23,005.

Increase (Decrease) in various Leisure Activities Operating Expenses/Budgets:

Parks and grounds expenses are over budget by \$49,033.

The approval of the proposed amended budgets includes the following transfers: Transfer from Tax Increment District (TID) #6 as “donor” to TID #9 as “distressed” to reduce the accumulated deficit in TID #9:

TID #6 transfer out \$(293,447)

TID #9 transfer in \$293,447

The 12/31/2023 ending deficit of TID #9 is (\$105,264) after the above transfer of funds. Both tax increment districts will close in 2024.

RESOLUTION No. 17790

RESOLUTION TO AMEND THE 2023 GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, AND INTERNAL SERVICE FUNDS BUDGETS PER WIS. STATE STATUTE 65.90(5)(a)

WHEREAS, the Common Council for the City of Ashland, Wisconsin, meeting in Committee, at the August 20, 2024 meeting, has deliberated the formation of the 2023 municipal budget amendment; and

WHEREAS, the Common Council for the City of Ashland, Wisconsin has concluded that budget appropriation adjustments are necessary for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland, Wisconsin hereby adopts the 2023 Budget Amendment for appropriation adjustments as summarized on the attachment to this Resolution.

PASSED: September 10, 2024

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CITY OF ASHLAND

2023 PROPOSED BUDGET AMENDMENT
SUMMARY WORKSHEET

PROPOSED

Property Tax Levy

Approved 2023 Budget	2023 Preliminary	Preliminary Over/Under 2023 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
Assessed Value	468,088,800	468,088,800	-	468,088,800	
Mill Rate	10.1491	10.1491	0.0000	10.1491	
Gross Levy	\$ 4,750,702	\$ 4,750,702	\$ -	\$ 4,750,702	No change

Less Restricted Levy:

TIF Levy	(242,364)	(242,364)	-	(242,364)	
Debt Service Levy					
Long-term G.O. Debt Service	(1,389,465)	(1,389,465)	-	(1,389,465)	
Short-Term GO Debt Service	(266,800)	(266,800)	-	(266,800)	
Net Debt Service Levy	(1,656,265)	(1,656,265)	-	(1,656,265)	
Total Restricted Levy	(1,898,629)	(1,898,629)	-	(1,898,629)	

Net Expendable Levy

	\$ 2,852,073	\$ 2,852,073	\$ -	\$ -	\$ 2,852,073	No change
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Net Levy Available for General Fund

	\$ 2,852,073	\$ 2,852,073	-	\$ -	\$ 2,852,073	
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Post-Levy Property Tax Adjustments

	-	386	(386)	-	-	
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Non-Tax General Fund Revenues

	8,308,671	8,664,526	(355,855)	-	8,308,671	
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Proceeds of 1 Year GO Note for 2024 budget

		(277,550)	277,550			This GO Note is included in Non-Tax General Fund Revenues per governmental accounting standards, but is for the 2024 budget
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Appropriation of Fund Balance

	573,774	339,272	234,502	-	573,774	Actual Fund Balance applied to 2023 expenses is \$339,272
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Total General Fund Revenues

	\$ 11,734,518	\$ 11,578,707	\$ 155,811	\$ -	\$ 11,734,518	No proposed budget amendments
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Uses of General Funds

General Fund Transfer to Other Funds

Negative number increases budget

SR 215 - Vaughn Library	(316,000)	(316,000)	-	-	(316,000)	
SR 260 - Recycling	(90,000)	(90,000)	-	-	(90,000)	
SR 272 - Beautification Fund	-	(3,950)	(3,950)	(3,950)	(3,950)	Transfer to fund 272 to cover unfunded downtown flower baskets and annual flowers
CP 450 - Building Facilities.	(15,500)	(15,500)	-	-	(15,500)	
CP 454 - Equipment Leases	(25,000)	(25,000)	-	-	(25,000)	
CP 461 - Fire/Amb Capital Equip.	-	(11,994)	(11,994)	(11,994)	(11,994)	Council approved match for FEMA Assistance to Firefighters Grant
CP 462 - Police Dept Capital Equip.	(20,000)	(77,688)	(57,688)	(57,688)	(77,688)	Transfer to cover net expense of police vehicle lease payments after related vehicle sales in 2023
CP 463 - Computer Capital Equip.	(6,500)	(6,500)	-	-	(6,500)	
CP 480 - Urban Forestry	(6,000)	(6,000)	-	-	(6,000)	
CP 481 - Parks & Rec	(29,500)	(29,500)	-	-	(29,500)	
EF 610 - JFK Airport	(67,890)	(86,792)	(18,902)	(16,500)	(84,390)	\$16,500 addtl capital contribution for 2023; \$2,402 for prior years operating loss
IS 750 - Post Retirement Benefits Reserve	(50,000)	(50,000)	-	-	(50,000)	
CP 491 / TA 810 - Landfill (LTC)	(5,000)	(5,000)	-	-	(5,000)	
Total Transfers to Other Funds	\$ (631,390)	\$ (723,924)	\$ (92,534)	\$ (90,132)	\$ (721,522)	Total transfer to other funds increased by \$90,132
Net Available for General Fund Operations	\$ 11,103,128	\$ 10,854,783	\$ 248,345	\$ (90,132)	\$ 11,012,996	

CITY OF ASHLAND

2023 PROPOSED BUDGET AMENDMENT
SUMMARY WORKSHEET

PROPOSED

General Fund Operations

GENERAL GOVERNMENT

Approved 2023 Budget	2023 Preliminary	Preliminary Over/Under 2023 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
			Positive number decreases budget Negative number increases budget		
Mayor	(28,595)	(18,575)	10,020	10,000	(18,595) <i>The total general government expenses are under the total budget. In this</i>
City Council	(35,825)	(26,411)	9,414	9,336	(26,489) <i>section departments over budget are covered by departments under budget.</i>
City Administrator	(149,805)	(148,743)	1,062	1,000	(148,805) <i>Also reducing the overall budget for the transfer out for airport capital of \$16,500</i>
Police & Fire Commission	(7,900)	(15,371)	(7,471)	(7,471)	(15,371) Hiring expenses are over budget for 2023
City Attorney	(70,000)	(85,324)	(15,324)	(15,324)	(85,324) Increase in expenses include BV Pier and increase in ordinance violations
City Clerk	(108,260)	(107,224)	1,036	1,000	(107,260)
Personnel	(103,610)	(31,578)	72,032	72,000	(31,610) Personnel expense only for 3 months
Elections	(60,010)	(80,202)	(20,192)	(20,192)	(80,202) New employee in April 2023 as full-time, prior EE was permanent part-time
Technology Services	(308,080)	(279,869)	28,211	27,454	(280,626) Varies depending on technology needs
Other City Hall	(90,960)	(82,352)	8,608	5,206	(85,754)
Finance	(418,480)	(442,608)	(24,128)	(24,128)	(442,608) Council approved addtl finance personnel costs to be funded by personnel budget
Assessor	(33,050)	(32,327)	723	-	(33,050)
Buildings & Facilities Maintenance	(489,074)	(511,618)	(22,544)	(22,544)	(511,618) Outsourced cleaning services \$11,200; Repairs/Maint over budget \$11,344
Misc & Insurance	(134,000)	(153,837)	(19,837)	(19,837)	(153,837) Insurance expenses higher than what was budgeted
TOTAL GENERAL GOVERNMENT	\$ (2,037,649)	\$ (2,016,039)	\$ 21,610	\$ 16,500	\$ (2,021,149)

PUBLIC SAFETY

Police	(2,487,600)	(2,486,719)	881	-	(2,487,600)
Fire	(1,565,340)	(1,300,221)	265,119	141,623	(1,423,717) Fire is under budget due to unfilled positions. \$12,370 to AMB budget; Transfer \$11,994 to Fire Capital for FEMA grant match; Transfer \$57,688 to Police Capital for vehicle leases; Move \$23,005 to Public Works budget; Move \$36,566 to Parks budget
Ambulance	(1,593,015)	(1,605,382)	(12,367)	(12,370)	(1,605,385) Fire and AMB budgets expense splits between the two departments vary from year to year
Public Fire Protection Fee	(19,300)	(18,932)	368	-	(19,300)
Building Inspection	(144,165)	(133,101)	11,064	-	(144,165)
TOTAL PUBLIC SAFETY	\$ (5,809,420)	\$ (5,544,355)	\$ 265,065	\$ 129,253	\$ (5,680,167)

HEALTH & SOCIAL SERVICES

Animal Control	(82,800)	(81,710)	1,090	-	(82,800)
Pest Control	(9,000)	(8,615)	385	-	(9,000)
Mt. Hope Cemetery	(63,000)	(63,000)	-	-	(63,000)
TOTAL HEALTH & SOCIAL SERVICES	\$ (154,800)	\$ (153,325)	\$ 1,475	\$ -	\$ (154,800)

PUBLIC WORKS

Public Works	(1,757,540)	(1,776,909)	(19,369)	(19,370)	(1,776,910) Over budget due to: fuel costs from heavy snow fall at the beginning of 2023, equipment repairs were higher
Transportation	(34,000)	(34,000)	-	-	(34,000)
Sanitation	(424,197)	(427,832)	(3,635)	(3,635)	(427,832) City landfill file review in 2023 total was \$7,500
TOTAL PUBLIC WORKS	\$ (2,215,737)	\$ (2,238,741)	\$ (23,004)	\$ (23,005)	\$ (2,238,742)

CITY OF ASHLAND

2023 PROPOSED BUDGET AMENDMENT
SUMMARY WORKSHEET

PROPOSED

LEISURE ACTIVITIES

	Approved 2023 Budget	2023 Preliminary	Preliminary Over/Under 2023 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
Community Programs	(27,550)	(27,300)	250	-	(27,550)	
Parks	(268,607)	(317,673)	(49,066)	(49,066)	(317,673)	Personnel over by \$19,424 due to change in park employees and the related health insurance benefit; water expense over by \$13,900; operating expenses over by \$15,742 due to the raising of the vault lid at Kreher Park \$3,500, trail usage counter \$2,565, installation of east end skating rink chain link fence \$3,900, Kreher Park ladders and life rings \$3,979, and other repairs and maintenance
Recreation Programs (APR)	(328,690)	(315,817)	12,873	12,820	(315,870)	Move \$12,500 to Parks and \$320 to Band
Municipal Band	(5,000)	(5,320)	(320)	(320)	(5,320)	Performances over budget
TOTAL LEISURE ACTIVITIES	\$ (629,847)	\$ (666,110)	\$ (36,263)	\$ (36,566)	\$ (666,413)	
CONSERVATION & DEVELOPMENT						
Planning and Development	(255,675)	(236,213)	19,462	3,950	(251,725)	Transfer \$3,950 to Beautification Fund for balance of downtown flowers
TOTAL CONSERVATION & DEVELOPMENT	\$ (255,675)	\$ (236,213)	\$ 19,462	\$ 3,950	\$ (251,725)	
Total General Fund Expenditures for Operations	\$ (11,103,128)	\$ (10,854,783)	\$ 248,345	\$ 90,132	\$ (11,012,996)	Total GF operations decreased by \$90,132 and is applied to transfers to other funds above for (\$90,132)
Total Uses of General Funds	\$ (11,734,518)	\$ (11,578,707)	\$ 155,811	\$ -	\$ (11,734,518)	
Net (Expenditures) over Revenue	\$ 0	\$ -	\$ (0)	\$ -	\$ 0	

CITY OF ASHLAND
2023 PROPOSED BUDGET AMENDMENT
GENERAL FUND REVENUES

PROPOSED

ACCOUNT DESCRIPTION			Approved 2023 Budget	2023 Preliminary 2023 Budget	Preliminary Over (Under) 2023 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
TAXES								No amendment
100	41110	GENERAL PROPERTY TAXES	2,852,073	2,852,457	384	0	2,852,073	
100	41140	MOBILE HOME TAXES	24,000	23,562	(438)	0	24,000	
100	41210	MOTEL/HOTEL TAXES	10,500	10,846	346	0	10,500	
100	41222	SALES TAX - CITY SHARE	140	167	27	0	140	
100	41310	TAXES - WATER UTILITY PILOT	365,820	347,500	(18,320)	0	365,820	Council set limit to the water utility PILOT at \$347,500
100	41320	TAXES - TAX EXEMPT PILOT	40,000	1,949	(38,051)	0	40,000	Received in 2024 and will be in 2024 revenue
100	41800	PENALTIES ON DELINQUENT TAXES-PP	1,000	798	(202)	0	1,000	
100	41810	PENALTIES ON DELINQUENT TAXES-Utilities	1,500	3,455	1,955	0	1,500	
100	41900	OTHER TAXES	0	139	139	0	0	
TOTAL TAXES:			3,295,033	3,240,873	(54,160)	0	3,295,033	
SPECIAL ASSESSMENTS								
100	42000	SPECIAL ASSESSMENTS	0	0	0	0	0	
TOTAL SPECIAL ASSESSMENTS:			0	0	0	0	0	
INTERGOVERNMENTAL								
100	43300	FEDERAL GRANTS	0	0	0	0	0	
100	43410	SHARED REVENUES	3,752,549	3,756,979	4,430	0	3,752,549	
100	43411	EXPENDITURE RESTRAINT	177,327	177,327	0	0	177,327	
100	43412	EXEMPT COMPUTER AID	18,500	18,530	30	0	18,500	
100	43413	PERSONAL PROPERTY TAX AID	47,870	47,871	1	0	47,870	
100	41314	VIDEO SERVICE PROVIDER AID	18,533	18,533	0	0	18,533	
100	43420	STATE FIRE DUES	21,000	23,768	2,768	0	21,000	
100	43529	OTHER PUBLIC REVENUE	50,000	53,919	3,919	0	50,000	
100	43531	STATE GENERAL TRANS AID	660,685	660,771	86	0	660,685	
100	43530	STATE GRANT REVENUE	100	2,914	2,814	0	100	
100	43533	STATE CONNECTING HWY AID	76,688	76,688	0	0	76,688	
100	43610	PAYMENT FOR MUNICIPAL SERVICE	19,650	20,293	643	0	19,650	
100	43799	OTHER LOCAL GOVT GRANTS	0	0	0	0	0	
TOTAL INTERGOVERNMENTAL:			4,842,902	4,857,593	14,691	0	4,842,902	
LICENSES & PERMITS								
100	44100	LICENSES - BUSINESS & OCCUPATIONAL	35,000	30,470	(4,530)	0	35,000	
100	44110	CABLE FRANCHISE FEE	76,000	74,624	(1,376)	0	76,000	
100	44200	LICENSES - NON BUSINESS	10	1	(9)	0	10	
100	44300	BUILDING & STREET-CUT PERMITS	47,000	98,070	51,070	0	47,000	Includes \$30,000 of two large permits and 2023 had larger amount of higher value permits
100	44400	ZONING PERMITS & FEES	4,000	6,022	2,022	0	4,000	
TOTAL LICENSES & PERMITS:			162,010	209,187	47,177	0	162,010	
FINES, FORFEITS & PENALTIES								
100	45100	LAW & ORDINANCE VIOLATIONS	16,500	15,342	(1,158)	0	16,500	
TOTAL FINES, FORFEITS & PENALTIES:			16,500	15,342	(1,158)	0	16,500	
PUBLIC CHARGES FOR SERVICES								
100	46100	OTHER REVENUES - GENERAL GOVT	10,000	13,874	3,874	0	10,000	
100	46210	POLICE SERVICES	5,000	3,955	(1,045)	0	5,000	
100	46220	FIRE PROTECTION FEES	1,000	0	(1,000)	0	1,000	
100	46230	AMBULANCE/EMS FEES	1,060,000	1,125,960	65,960	0	1,060,000	Varies from year to year depending on the number of calls
100	46231	AMB PROTECTION FEES	12,000	23,440	11,440	0	12,000	
100	46290	SPECIAL CHARGES	6,100	70	(6,030)	0	6,100	
100	46310	PUBLIC WORKS CHARGES	45,000	91,987	46,987	0	45,000	One large ROW permit for \$52,650
100	46330	PARKING RENT & FINES	10,000	9,444	(556)	0	10,000	

CITY OF ASHLAND
2023 PROPOSED BUDGET AMENDMENT
GENERAL FUND REVENUES

PROPOSED

ACCOUNT DESCRIPTION		Approved 2023	2023	Preliminary Over (Under)	Proposed Budget	Proposed Amended	Budget Amendment Notes
PUBLIC CHARGES FOR SERVICES Cont.							
100 46420	REFUSE/GARBAGE COLLECTION FEES	350,000	357,450	7,450	0	350,000	
100 46421	RECYCLING FEES	39,000	39,746	746	0	39,000	
100 46431	SPRING CLEANUP FEES	0	0	0	0	0	
100 46440	WEED/NUISANCE CONTROL	5,000	0	(5,000)	0	5,000	
100 46510	ANIMAL CONTROL FEES	3,000	3,601	601	0	3,000	
100 46720	PARKS REVENUE	150,000	138,141	(11,859)	0	150,000	
100 46721	PW FUEL TAX REFUND	3,500	2,844	(656)	0	3,500	
100 46722	PW ADMIN FEE	6,100	5,824	(276)	0	6,100	
100 46755	LEISURE PROGRAMS & REC FEES	80,000	92,326	12,326	0	80,000	
TOTAL PUBLIC CHARGES:		1,785,700	1,908,662	122,962	0	1,785,700	
INTERGOVERNMENTAL CHARGES FOR SERVICES							
100 47321	LIAISON OFFICER-REIMBURSE	85,000	86,456	1,456	0	85,000	
100 47323	FIRE- TOWNSHIP CONTRACTS	142,710	143,858	1,148	0	142,710	
100 47324	AMBULANCE - TOWNSHIP CONTRACTS	321,179	321,179	0	0	321,179	
100 47330	GIS REIMBURSEMENT (COUNTY)	0	0	0	0	0	
100 47400	ATTORNEY - UTILITY REIMBURSE	5,000	0	(5,000)	0	5,000	
100 47401	UTILITY COST SHARE	228,610	243,328	14,718	0	228,610	
100 47403	AIRPORT ADMIN REIMBURSEMENT	8,000	8,000	0	0	8,000	
100 47405	CHARGES TO LIBRARY	43,700	36,281	(7,419)	0	43,700	
TOTAL INTERGOVERNMENTAL CHARGES:		834,199	839,102	4,903	0	834,199	
MISCELLANEOUS REVENUES							
100 48110	INTEREST ON CASH & INVESTMENTS	10,000	54,269	44,269	0	10,000	Treasurer had better interest rates for the City's investing options
100 48200	PROPERTY RENTS & LEASES	30,000	28,014	(1,986)	0	30,000	
100 48300	SALES OF REAL PROPERTY	0	0	0	0	0	
100 48309	SALES OF OTHER EQUIP & PROPERTY	0	6,300	6,300	0	0	
100 48420	INS CLAIMS REIMB - POLICE	0	0	0	0	0	
100 48430	INS CLAIMS REIMB - HWY RELATED	0	0	0	0	0	
100 48440	INS CLAIMS REIMB - OTHER	0	0	0	0	0	
100 48500	GENERAL DONATIONS & GIFTS	1,000	0	(1,000)	0	1,000	
100 48900	WORKERS COMP WAGE REIMB	2,000	8,961	6,961	0	2,000	
100 48901	MISCELLANEOUS	4,150	21,040	16,890	0	4,150	\$18,518 is a State unemployment credit from the CARES act available to the City
100 48910	INSURANCE DIVIDENDS	30,000	26,231	(3,769)	0	30,000	
TOTAL MISCELLANEOUS:		77,150	144,815	67,665	0	77,150	
OTHER FINANCING SOURCES & TRANSFERS							
100 49100	PROCEEDS OF BONDS & NOTES	0	277,550	277,550	0	0	For 2024 budgets; funds were deposits into a restricted savings for use in 2024
100 49220	TRANS FROM SPEC REVENUE	2,800	0	(2,800)	0	2,800	
100 49230	TRANS FROM DEBT SERVICE	0	0	0	0	0	
100 49240	TRANS FROM CAPITAL PROJ (Waterfront)	20,000	23,859	3,859	0	20,000	
100 49260	TRANS FROM ENTERPRISE	0	0	0	0	0	
100 49270	TRANS FROM INTERNAL SERVICE FUND	124,450	0	(124,450)	0	124,450	This revenue source was not needed in 2023
100 49300	FUND BALANCES APPLIED	0	0	0	0	0	
TOTAL OTHER FIN. SOURCES:		147,250	301,409	154,159	0	147,250	
TOTAL GENERAL FUND REVENUES:		11,160,744	11,516,983	356,239	0	11,160,744	
Non Property Tax GF Revenues		8,308,671	8,664,526	355,855	0	8,308,671	

City of Ashland 2023 Special Revenue Funds - Budget Summary

Fund Name	Fund	Estimated					Total Revenues	Expenditures	Transfer	Transfer	Total Expenditures	Estimated	Notes
		Fund Balance Jan 1, 2023	Tax Levy	General Fund Transfers In	Special Revenue Transfers In	Other Revenue			out to Debt Service	out to Spec Rev Cap Proj		Fund Balance Dec 31, 2023	
Library Donations	214	177,340	0	0	0	82,760	82,760	20,830	0	0	20,830	239,270	State statute & Donor restricted; includes grants and fundraising for library renovations
Library Operations	215	161,910	0	316,000	0	140,091	456,091	517,197	0	0	517,197	100,804	State statute - restricted
Insurance Loss Deductible Reser	229	29,430	0	0	0	37,763	37,763	7,739	0	0	7,739	59,454	Restricted-City's insurance claims deductible
State Hazmat Contract	230	0	0	0	0	22,350	22,350	22,350		0	22,350	0	State Grant- Training/equipment/hazmat calls
Police Programs	233	102,770	0	0	0	119,775	119,775	105,705	0	0	105,705	116,840	Grant & Donor - restricted - K-9 program; training; body-worn cameras system
Revolving Loan Fund - Housing	240	131,050	0	0	0	52,480	52,480	82,610	0	0	82,610	100,920	State grant restricted
Revolving Loan Fund - Economic	241	(150)	0	0	0	52,825	52,825	52,825	0	0	52,825	(150)	DOA Program Close-Out in 2021 - payments received by the City are forwarded to DOA
Comprehensive Planning (additional information included with the capital projects list)	245	122,650	0	0	0	173,105	173,105	272,070	0	0	272,070	23,685	Downtown Manager position funded by ARPA; Downtown St Scape; 514 Main St W purchased with ARPA funding; WEDC Grant; Restricted contributions
Home Improvement Programs	246	14,940	0	0	0	0	0	115,480	0	0	115,480	(100,540)	Donor restricted
Breakwall Maintenance	250	540,410	0	0	0	8,327	8,327	0	0	0	0	548,737	Advance of funds to TID #10 for improvement program; TID #10 will repay with interest
City-wide recycling	260	0	0	90,000	0	56,960	146,960	146,220	0	0	146,220	740	State Grant \$56,960 restricted
BCC Teen Center	272	49,230	0	0	0	25,175	25,175	28,795	0	0	28,795	45,610	Grant/Donor restricted; Scholarships for BCC programs
Community Imprv (Beautification)	274	5,100	0	3,950	0	1,544	5,494	8,755	0	0	8,755	1,839	Donor restricted - downtown flowers & beautification committee
Tax Increment #10 (Main St W Area)	280	(181,730)	45,854	0	0	72,970	118,824	2,421	75,473	30,120	108,014	(170,920)	State restricted-Transfer balance of tax increment to TID# 10 Capital Projects fund for future development costs
Tax Increment #6 (Donor)	281	0	109,445	0	0	184,152	293,597	150	0	293,447	293,597	0	State restricted-Super One & Depot area
Tax Increment #9 (Distressed)	284	(593,200)	87,065	0	293,447	140,512	521,024	33,091	0	0	33,091	(105,267)	State restricted-Timeless Timber & Honda area
Totals		559,750	242,364	409,950	293,447	1,170,789	2,116,550	1,416,238	75,473	323,567	1,815,278	861,022	

City of Ashland

2023 Debt Service Funds -Budget Summary

Fund Name	Fund #	Estimated Fund Balance Jan 1, 2023	Tax Levy	Other Revenue & Transfers In	Total Revenues	Principal	Interest	Fees	Transfer	Total Expenditures	Estimated Fund Balance Dec 31, 2023	Notes
2007 Safe Drinking Water Loan-Street Portion-Turner Road	310	854	13,310	0	13,310	12,483	823	0	0	13,306	858	Year 2027 final pmt
GO Bonds 2015A - 4/01/2015	362	-50	435,531	0	435,531	340,000	95,031	550	0	435,581	-100	Year 2035 final pmt
GO Promissory Note 2015B	363	47	128,557	0	128,557	119,000	9,557	0	0	128,557	47	Year 2025 final pmt
GO Promissory Note 2020C	366	40	500,494	0	500,494	390,000	110,433	0	0	500,433	101	Year 2030 balloon payment
GO Promissory Note 2017B	367	79	311,573	0	311,573	285,000	26,123	500	0	311,623	29	Year 2027 final pmt
State Trust Fund Loan TID# 10	392	0	0	75,473	75,473	59,649	15,824	0	0	75,473	0	Year 2028 final pmt
State Trust Fund Loan - AADC pass-thru	392	0	0	9,006	9,006	6,791	2,215	0	0	9,006	0	Revenue from AADC for Solar Array - 2022
Funds for Levelizing Annual Debt Levy	395	309,930	0	0	0	0	0	0	339	339	309,591	For future levelizing of annual debt pmts
Totals - Long-Term Debt		310,900	1,389,465	84,479	1,473,944	1,212,923	260,006	1,050	339	1,474,318	310,526	
Dec 2022 Short-Term Loan for capital assets/improvements	371	1,687	266,800	339	267,139	266,000	2,826	0	0	268,826	0	Due 2023
Total Short-Term Debt		1,687	266,800	339	267,139	266,000	2,826	0	0	268,826	0	

City of Ashland
2023 Capital Project Funds - Budget Summary

Fund Name	Fund #	Estimated Fund Balance Jan 1, 2023	General Fund Transfers In	Cap Proj Special Revenue Transfers In	Other Revenue	Total Revenues	Expenditures	Transfers out to other funds	Total Expenditures	Estimated Fund Balance Dec 31, 2023	Notes
TID #10 (Main St W area)	414	35,810	0	30,120	575	30,695	5,475	0	5,475	61,030	Expenditure period ends 5/30/2039 (RESTRICTED) 2023 Façade grants
Public Transportation	415	22,000	0	0	0	0	0	0	0	22,000	Restricted-BART transportation capital
Building Facilities Fund (Includes \$37K S-T Borrowing)	450	102,520	15,500	0	37,015	52,515	24,900	0	24,900	130,135	Building and facilities improvements - Master Plan
Waterfront Development	453	274,600	0	0	246,625	246,625	37,546	25,026	62,572	458,653	Restricted - Room Tax Revenue Fund for Waterfront parks/trails improvements.
Equipment Leases	454	1,050	25,000	0	78,110	103,110	47,605	0	47,605	56,555	Vehicle leases - City Hall & Public Works
Public Works Capital	460	(136,020)	0	0	1,013,445	1,013,445	472,010	0	472,010	405,415	Equipment-Trailer, Wheel Loader, damaged Bucket Truck replacement - \$35,605 insurance
Fire Department Capital	461	527,530	11,994	0	367,325	379,319	817,855	0	817,855	88,994	Equipment-2 ambulances; 6 EKG monitors-AFG grant; Intercept Vehicle Lease; Restricted donations/Grants
Police Department Capital	462	(20,330)	77,688	0	37,342	115,030	94,700	0	94,700	0	Police vehicle leases and equipment
Technology Capital Equipmer	463	8,940	6,500	0	750	7,250	15,000	0	15,000	1,190	Election equipment
Capital Street Improvement including storm	470	(55,290)	0	0	3,189,430	3,189,430	1,723,140	0	1,723,140	1,411,000	Revenues-Grants, GO notes, 6th St W settlement. Expenses-street projects
Sidewalk Improvement including special assessments	471	210,940	0	0	12,080	12,080	0	0	0	223,020	Sidewalk Special Assessments
Urban Forestry	480	(8,710)	6,000	0	10,250	16,250	31,800	0	31,800	(24,260)	2023 forestry grant received in 2024 \$25,000
Parks and Recs Improvement	481	(921,010)	29,500	6,030	2,693,830	2,729,360	2,178,995	0	2,178,995	(370,645)	Ore Dock Project; ARTS repair-22nd Av W outfall
Landfill Improvement	491	44,360	5,000	0	0	5,000	5,280	0	5,280	44,080	Equipment replacement and site improvements
Total Capital Project Funds		86,390	177,182	36,150	7,686,777	7,900,109	5,454,306	25,026	5,479,332	2,507,167	

City of Ashland

PROPOSED

2023 Enterprise and Internal Service Funds - Budget Summary

Fund Name	Fund #	Estimated Fund Balance Jan 1, 2023	CIAC	General Fund Transfers In	Appropriate Fund Balance - City portion	Other Revenue	Total Revenues	Expenditures	Interest	Transfer to General Fund	Depreciation	Total Expenditures	Estimated Fund Balance Dec 31, 2023
(NOT AMENDING ENTERPRISE FUNDS BUDGETS - SHOWN AS APPROVED BY COUNCIL AND COMMISSIONS)													
Enterprise Funds:													
Airport	610	1,910,245	0	67,890	0	259,210	327,100	267,100	0	0	139,700	406,800	1,830,545
Marina	620	2,573,940	0	0	0	242,130	242,130	190,495	9,240	0	70,000	269,735	2,546,335
Water	680	11,354,200	1,350	0	0	2,346,240	2,347,590	1,704,579	132,535	0	484,750	2,321,864	11,379,926
Sewer	690	14,548,920	22,500			2,174,550	2,197,050	1,844,358	60,000		842,750	2,747,108	13,998,862
Total Enterprise		30,387,305	23,850	67,890	0	5,022,130	5,113,870	4,006,532	201,775	0	1,537,200	5,745,507	29,755,668
							5,113,870					5,745,507	
Internal Service Funds:													
Flex/Dental/EE Benefits	723	366,331	0	0	0	167,505	167,505	120,030	0	0	0	120,030	413,806
Retirement Benefits	750	0	0	50,000	0	615	50,615	21,935	0	0	0	21,935	28,680
Total Internal Service		366,331	0	50,000	0	168,120	218,120	141,965	0	0	0	141,965	442,486
							218,120					141,965	442,486

CITY OF ASHLAND

GENERAL FUND BALANCE COMPONENTS AS OF DECEMBER 31, 2023 PRELIMINARY

<u>CHANGES IN TOTAL GENERAL FUND BALANCE</u>	<u>2023</u> <u>Preliminary</u>	<u>2022</u>	<u>2021</u>
Total Fund Balance January 1	\$ 4,434,652	\$ 4,829,633	\$ 4,722,691
Annual net revenue or (annual net expense)	(339,272)	(394,981)	106,942
Total Fund Balance December 31	\$ 4,095,380	\$ 4,434,652	\$ 4,829,633

GENERAL FUND BALANCE COMPONENTS:

FUND BALANCE NOT AVAILABLE FOR USE:

COVERS NEGATIVE CASH BALANCE FOR OTHER FUNDS:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
TIF #9	-	97,256	578,213
Land Acquisitions	81,123	80,915	105,694
TOTAL NEGATIVE CASH BALANCE - OTHER FUNDS	81,123	178,171	683,907
DELINQUENT PERSONAL PROPERTY TAX	7,744	3,029	637
DELINQUENT UTILITY CHARGES	29,456	27,961	24,791
PREPAID ITEMS/INVENTORY/MISC	23,446	36,359	67,854
TOTAL FUND BALANCE NOT AVAILABLE FOR USE	\$ 141,769	\$ 245,520	\$ 777,189
Percent of Total Fund Balance	3.46%	5.54%	16.09%
SPENDABLE:			
FUND BALANCE AVAILABLE FOR USE - UNRESTRICTED	\$ 3,953,611	\$ 4,189,132	\$ 4,052,444
Percent of Total Fund Balance	96.54%	94.46%	83.91%
TOTAL GENERAL FUND BALANCE	\$ 4,095,380	\$ 4,434,652	\$ 4,829,633

TOTAL MINIMUM FUND BALANCE CALCULATION	2024	2023	2022
Budget - Total Uses of General Funds	\$ (12,523,054)	\$ (11,734,518)	\$ (11,119,849)
Minimum Fund Balance = 30% of total uses	(3,756,916)	(3,520,355)	(3,335,955)
Unrestricted Fund Balance (Spendable)	3,953,611	4,189,132	4,052,444
Unrestricted Fund Balance over minimum	\$ 196,695	\$ 668,777	\$ 716,489
Assigned fund balance to future budgets	(198,530)	(573,774)	(132,284)
Fund Balance Available (Deficit)	\$ (1,835)	\$ 95,003	\$ 584,205

Ref: 2024-194

COUNCIL AGENDA: 7.B.
(9/10/2024)

SUBJECT: Approve to Accept the Assistance to Firefighters Grant for the Purchase of a New Ambulance (*Fire Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Unanimously Approved to Submit Grant by Committee of the Whole, February 27, 2024

EXHIBITS:

EXPENDITURES REQUIRED: \$301,249.20

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$286,904.00 - FEMA Assistance to Fire Fighers Grant
\$ 4,000.00 - from General Fund Fire Department Budget
\$ 10,345.20 - available in Fund 461 from a contribution from the Bayfield County Mass Casualty Incident Team.
\$301,249.20 - Total

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 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: A goal of the Utilities and Community Facilities chapter (Chapter 5) of the City's Comprehensive Plan of Record is "to provide a well maintained infrastructure that provides health, education,

telecommunication and safety and security services for all residents and visitors.” Objective 1.3 of the chapter notes that the community needs to “ensure that City fire, police, and emergency services equipment adequately provides for the personal safety of all persons and for preservation of property.”

SUMMARY STATEMENT:

The Ashland Fire Department applies for an Assistance to Firefighter's Grant each year. This year we wrote for a grant to replace our oldest ambulance. We received notice that our grant was accepted, and we were awarded \$286,904.00. This grant requires us to contribute a 5% match. I will be able to use \$4000 of budgeted capital funds and the remaining funds from Bayfield County's Mass Casualty Team's annual \$20,000 allocation to AFD. No other funds will need to be allocated to make this match.

Ref: 2024-197

COUNCIL AGENDA: 7.C.
(9/10/2024)

SUBJECT: Approve an Agreement between the Wisconsin Department of Natural Resources and the City of Ashland for the Purpose of Invasive Species Removal and Restoration of Native Herbaceous Species on Publicly Owned Land in the City of Ashland, Wisconsin (*Parks*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Unanimously Approved by Committee of the Whole, September 12, 2023

EXHIBITS:	1.	Agreement between Wisconsin Department of Natural Resources and City of Ashland
	2.	Scope of Work - City of Ashland Invasive Species Management and Youth Engagement
	3.	Exhibit A - EPA Award # GL-00E03704

EXPENDITURES REQUIRED: \$300,000.00 - GLRI Grant (no match reimbursable grant)

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$300,000.00 - GLRI Grant (no match reimbursable grant)

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Mayor and/or Clerk has consented to the placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This item conforms to the City of Ashland Strategic Priorities 2022-2026.

SUMMARY STATEMENT:

The project will focus on invasive species removal and restoration of city-owned parklands, undeveloped green spaces, and other publicly owned land in the City of Ashland. This is a no-match, reimbursable grant for up to \$300,000.

Project Background: The project includes hiring a contractor(s) to take a systematic approach to treat or address invasive species including but not limited to buckthorn, Japanese honeysuckle, garlic mustard, emerald ash borer, purple loosestrife, non-native cattails, and Bohemian knotweed, and replanting treated areas with a variety of climate resilient native species. Priority would be given to high-traffic areas such as Prentice Park, the Lake Superior Shoreline, and the Ashland School Forest within the city limits and designated as public lands for management and restoration. Invasive Species prevention actions such as boot brushes, educational signage, and youth outreach will also be utilized within the project areas in the City of Ashland. This is a 3 year, \$300,000 grant funded project that requires no match and is funded by the US EPA Great Lakes Restoration Initiative (GLRI).

Invasive species management will occur in the City of Ashland's parkland in the areas of highest traffic and prioritized based on individual invasive species. Prioritization of species is based on the abundance throughout the City of Ashland, and the potential for impacts on the aquatic resources. Invasive species management will also address species that have regional concerns, abundance and are regulated as a Prohibited Species within Wisconsin per NR 41.

Invasive Species Management Plan – Development: The City and its contractor will develop a citywide invasive species management plan developed with input from the community and project partners. The developed management will utilize guidelines from WI DNR that include components such as summarization of historical management actions, assessing the organization's capacity, identifying existing stressors, and future threats, and defining, and setting specific targets for species densities, treatment schedules, and priority areas within the City of Ashland. The City will utilize this developed management plan to set maintenance schedules and allow for seeking additional funding in the future.

Habitat Protection: Ash tree replanting completed throughout Prentice Park. Tree species selection will be based off two GLRI funded projects – “*Adaptive restoration in Black Ash Wetlands of the St. Louis River Estuary*” and “*Black Ash Management: Resiliency Planting to Prepare and Minimize Emerald Ash Borer Impacts in the Lake Superior Basin*” to replace some of the ecological and cultural value of Ash species. The WDNR Lowland Reforestation Species Guide will also be utilized to inform selection of suitable tree species based on various factors including soil type, drainage, and projected species range. Bare root-stock seedlings of desired species (Swamp White Oak, White Cedar, White Pine, Tamarack, etc.) will be provided by the Department of Natural Resource Nursery out of Hayward, WI at no cost. Replacement and understory planting of trees will be selected with future climate scenarios in mind, as outlined by the WICCI report. Each species' current geographic range, and tolerance to warming temperatures will also be considered. Tree species will be selected that are expected to do well under warmer conditions compared to species that are currently present within the region.

Invasive Species Prevention and Outreach: The City will implement invasive species prevention actions such as boot brushes, community/youth outreach, and environmental educational signage as relates to climate change and invasive species control.

Boot brushes and AIS outreach will be developed with collaboration between DNR Lake Superior AIS Biologist, and Ashland County AIS Coordinator utilizing statewide approved language while also creating focus and importance on the impact of invasive species on Lake Superior. Boot brushes will be placed in areas of high-traffic and access to City of Ashland properties such as Prentice Park, Kreher Park, Bayview Park, Ashland Trails to Trails System, Ashland High School Forest trails, etc.

Conferences/Meetings: This project may include one to two public meetings. Public meetings pertaining to this project will be convened by the City of Ashland and WI DNR, in consultation with the project partners and the EPA.

Project Partners Include (but not limited to) :

Northwoods Cooperative Weed Management Agency (NCWMA)
Great Lake Indian Fish and Wildlife Commission (GLIFWC)
School District of Ashland
Lake Superior Collaborative
Mashkiziibii Tribe

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND CITY OF ASHLAND

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the City of Ashland (Agency) for the purpose of invasive species removal and restoration of native herbaceous species on publicly owned land in the City of Ashland, WI.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until December 31, 2026, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Subrecipient to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Subrecipient under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Subrecipient of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Subrecipient agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

6. DESIGNATED CONTACTS: All communications regarding this agreement will be made through the designated contacts. The designated contacts are:

Agency - Sheri Hudson, Director
City of Ashland Parks and Recreation
601 Main St. W. Ashland, WI 54806
715-685-1644
shudson@coawi.org

Department - Alexander Selle, Aquatic Invasive Species Biologist
2501 Golf Course Rd. Ashland, WI 54806
715-413-2376
alexander.selle@wisconsin.gov

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Subrecipient to fulfill its obligation under this agreement, provided, that the Department shall give the Subrecipient not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Subrecipient at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Subrecipient's default. The equitable adjustment for any termination shall provide for payment to the Subrecipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Subrecipient relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Subrecipient shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subrecipient in performing this agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Subrecipient is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Subrecipient provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

8. PAYMENT: The Department agrees to reimburse the Subrecipient up to a total of **\$300,000** for the costs identified in the attached Scope of Work. The Subrecipient is eligible for expenses incurred from September 1, 2024.

Billings by the Subrecipient shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov AND alexander.selle@wisconsin.gov

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the agreement.

9. RECORDS ACCESS: The Subrecipient shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Subrecipient shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Subrecipient, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Subrecipient shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Subrecipient is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Subrecipient agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.
12. INSURANCE: The Subrecipient performing services for the State of Wisconsin shall:
- A. Maintain worker's compensation insurance or self-insure for all employees engaged in the work.

- B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. The Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Subrecipient agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An Subrecipient with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.
15. GUARANTEED DELIVERY: Failure of the Subrecipient to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Subrecipient liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA# 66.469. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement. This agreement will be subject to regulations contained in 2 CFR 200 where applicable. The Subrecipient is responsible for ensuring these regulations are applied accordingly.

Single Audit: As required in 2 CFR 200.501, a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. The Subrecipient is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. When a single audit is required, it shall be submitted to DNR via e-mail to: DNRFNSingleAudit@Wisconsin.gov and include The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to Local Governments having 2 CFR Part 200.

17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Subrecipient shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Subrecipient and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Subrecipient hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. An Subrecipient performing construction activities are required to pay state use tax on the cost of materials.

21. TAX DELINQUENCY: An Subrecipient who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. GL-00E03704 funding this award. It is the responsibility of the Subrecipient to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the Subrecipient or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
Steven C Little, Deputy Secretary

CITY OF ASHLAND
PARKS AND RECREATION

Date _____

By _____
Sara Hudson, Director

Scope of Work

Wisconsin DNR Office of the Great Waters

Project Title: City of Ashland Invasive Species Management and Youth Engagement

AOC(s): Lake Superior (Basin)

Project Applicant: City of Ashland Parks and Recreation Department

Sara Hudson, City of Ashland Parks, and Recreation Director
601 Main St W.
Ashland WI 54806
715-685-1644
shudson@coawi.org
UEI: VCYWKD4B17Q9

WDNR Project Manager:

Alexander Selle
Aquatic Invasive Species Biologist
2501 Golf Course Rd.
Ashland, WI 54806
Alexander.Selle@Wisconsin.Gov
715-413-2376

Project Location:

Public owned land in the City of Ashland

- Latitude/Longitude: 46.57915, -90.92190
- Park Rd, Ashland WI 54806 (Prentice Park)

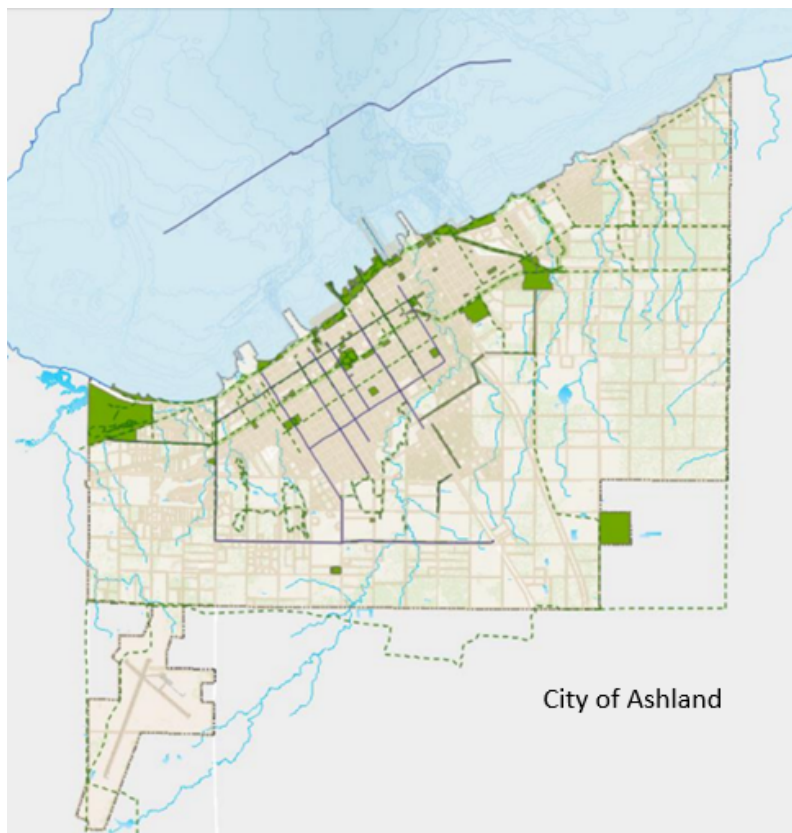


Figure 1: City of Ashland owned green space, and public parkways.

Project Background/Rationale:

The project will focus on City owned parklands, undeveloped green spaces, and other publicly owned land in the City of Ashland (School District of Ashland School Forest). This project would include hiring a contractor(s) to take a systematic approach to treat or address invasive species including but not limited to (buckthorn, Japanese honeysuckle, garlic mustard, emerald ash borer, purple loosestrife, non-native cattails, bohemian knotweed, etc.) and replanting treated areas with a variety of climate resilient native species. Priority would be given to high-traffic areas (such as Prentice Park, the Lake Superior Shoreline, and the Ashland School Forest) within the City limits and designated as public lands for management and restoration. Invasive Species prevention actions such as boot brushes, educational signage, and youth outreach will also be utilized within the project areas in the City of Ashland.

Proposed Work:

Invasive Species Management: Invasive species management will occur on City of Ashland's parkland focused on areas of highest traffic areas and prioritized based on individual species. Prioritization of species is based on the abundances throughout the City of Ashland, and the potential for impacts on the aquatic resource.

Invasive species management will also address species that have regional concern, and abundance. Knotweed Complex (Japanese, Bohemian, and Giant) is regionally abundant species along the South Shore of Lake Superior – but is still regulated as a Prohibited Species within Wisconsin.

Several more common invasive species such as garlic mustard, and wild chervil have been detected within the City of Ashland for the first time in 2021 and 2023 both of which will continue to expand their distribution throughout the South Shore without prompt management occurring.

Priority Species: (Alphabetical – *Scientific Name*)

- Aquatic Forget-Me-Not (*Myosotis scorpioides*)
- Common Buckthorn (*Rhamnus cathartica*)
- Garlic Mustard (*Alliaria petiolata*)
- Glossy Buckthorn (*Rhamnus frangula*)
- Honeysuckle (*Lonicera spp.*)
- Japanese Barberry (*Berberis thunbergii*)
- Knotweed Complex (*Polygonum spp.*)
- Non-Native Cattails (*Typha spp.*)
- Purple Loosestrife (*Lythrum salicaria*)
- Wild Chervil (*Anthriscus sylvestris*)
- Wild Parsnip (*Pastinaca sativa*)

Invasive Species Management Plan – Development: The City and its contractor will develop a citywide invasive species management plan developed with inputs from the community, and project partners. The developed management will utilize guidelines from WI-DNR that includes components such as summarization of historical management actions, assessing organizations capacity, identifying existing stressors, and future threats. Defines, and sets specific targets for species densities, treatment schedules, and priority areas within the City of Ashland. The City will utilize this developed management plan to set maintenance schedules and allows for seeking additional funding in the future.

Habitat Protection: Ash tree replanting completed through Prentice Park. Tree species selection will be based off two GLRI funded projects – “*Adaptive restoration in Black Ash Wetlands of the St. Louis River Estuary*” and “*Black Ash Management: Resiliency Planting to Prepare and Minimize Emerald Ash Borer Impacts in the Lake Superior Basin*” to replace some of the ecological, and cultural value of Ash species. The WDNR Lowland Reforestation Species Guide will also be utilized to inform selection of suitable tree species based on various factors including soil type, drainage, and projected species range.

Bare root-stock seedling of desired species (Swamp White Oak, White Cedar, White Pine, Tamarack, etc.) will be provided by Department of Natural Resource Nursery out of Hayward, WI at no cost.

Invasive Species Prevention and Outreach: The City will implement invasive species prevention actions such as boot brushes, community/youth outreach, and environmental educational signage as relates to climate change and invasive species control.

Boot brushes and AIS outreach will be developed with collaboration between DNR Lake Superior AIS Biologist, and Ashland County AIS Coordinator utilizing statewide approved language while also creating focus, and importance along the impacts of invasive species on Lake Superior. AIS MESSAGING NOTES

Boot brushes will utilize previous designs developed by [PlayCleanGo](#) and NAISMA (North American Invasive Species Management Association). Boot brushes will be placed at areas of high-traffic and access to City of Ashland properties (Prentice Park, Kreher Park, Bayview Park, Tri-County Corridor Trail, Ashland Highschool trails, etc.).

Conferences/Meetings: This project may include 1-2 public meetings. Public meetings pertaining to this project will be convened by the City of Ashland and WDNR, in consultation with the project partners and the EPA. Public meetings will be advertised primarily via social media, website postings, Lake Superior Collaborative, and other platforms such as WDNR GovDelivery as appropriate. WDNR and GLRI logos will be utilized on public materials, along with partner logos.

Participation will likely vary based on the subject of meetings, but approximate percentage of participation is anticipated to be: Federal government 5%, State government 10%, Local government 15%, NGOs 20%, and public participation 50%. The City of Ashland will primarily be responsible for preparing proceedings and disseminating information to the community and will work directly with WDNR to collaborate with EPA GLNPO and other nonfederal partners to plan and execute outreach and community engagement.

Permitting Needs: An Aquatic Plant Management Permit (APM – NR109) is required at some sites and will be obtained by City of Ashland from Wisconsin DNR for treatment of wetland sites. APM permits will be applied for on a yearly basis depending on treatment sites for that growing season. NR109 permits are good for an entire calendar year. Additionally, DNR Historical Preservation Officer will be consulted for sites with ground disturbance occurring (tree plantings at Prentice Park). The DNR Historical Preservation Officer will be consultant on an annual basis to review planned site work for that year, and prior to the start of the project during the QAPP (Quality Assurance Project Plan) development phase (see below timeline).

Climate Resiliency:

Management of invasive species will likely be influenced by climate change and the associated projected impacts at the local scale in Wisconsin. The 2021 report entitled, *“Wisconsin’s Changing Climate: Impacts and solutions for a warmer climate,”* described the compounding effects of climate and invasive species. The report cites the “The Great Lakes ecology has already been damaged and changed through introduction of dams and hardened shorelines, and the introduction of new and invasive species. These factors make lakes less resilient as the climate warms” (WICCI 2021). Regulations and control of high-risk invasive species in the Great Lakes basin are listed as possible solutions. Moreover, the Great Lakes coastal adaptation menu (NFCH 2022) described the following about invasive species as it relates to climate change:

Climate change may alter the distribution, abundance, and impact of invasive species (Hellmann et al. 2008). In some coastal ecosystems, climate change might produce conditions that favor invasives; for example, reed canary grass (*Phalaris arundinacea*) may benefit from warmer temperatures, longer growing seasons, and higher nutrients (Zedler 2007). Similarly, warmer temperatures, reduced ice cover, and greater nutrient runoff may benefit some aquatic invasive species, with potential consequences for native biodiversity (Rahel & Olden 2008). In coastal ecosystems, invasive species may severely reduce plant diversity and other ecological functions that might help those ecosystems adapt to new climate conditions (Lishawa et al. 2015). Climate change may require new ways to prevent invasions or prioritize control efforts. It may also offer

opportunities for controlling invasions, for example through season drying or poorer conditions for cold-water invasives (Hellmann 2008, Rahel & Olden 2008).

Replacement, and understory planting trees will be selected with future climate scenarios in mind, as outlined by the WICCI report. Each species' current geographic range, and tolerances to warming temperatures will also be considered. Tree species will be selected that are expected to well under warmer conditions compared to species that are currently present within the region. Previously funded GLRI work completed by WDNR Forestry - "*Black Ash Management: Resiliency Planting to Prepare and Minimize Emerald Ash Borer Impacts in the Lake Superior Basin*" showed success with understory plantings for species that are not present in the project area (swamp white oak), or uncommon in the project area (cottonwood, and hackberry) along the South Shore of Lake Superior.

Collaboration with Partners:

This project is a planned subaward to the City of Ashland. The City will work with the following organizations to implement the project:

Northwoods Cooperative Weed Management Agency (NCWMA): is a collective group of state and federal agencies, municipalities, tribes, nonprofits, community organizations, and individuals who have come together to combat invasive species in Douglas, Bayfield, Ashland, and Iron counties in northern Wisconsin.

Invasive Species data presence, absence, and abundance data will be utilized to develop management prioritize, and treatment schedules. Additional knowledge, and expertise from NCWMA will be leveraged and utilized to determine the best management approach for various species at various scales of infestation.

Great Lake Indian Fish and Wildlife Commission (GLIFWC): represents eleven Ojibwe tribes in Minnesota, Wisconsin, and Michigan which reserved hunting, fishing, and gathering rights in the 1836, 1837, 1842, and 1854 Treaties with the United States government. GLIFWC provides natural resource management expertise, conservation enforcement, legal and policy analysis, and public information services in support of the exercise of treaty rights during well-regulated, off-reservation seasons throughout the treaty ceded territories.

GLIFWC staff will be consulted on best management practices, and techniques for various invasive species. GLIFWC Staff also complete invasive treatments throughout the ceded territory so collaborative planning is important in the South Shore region to reduce duplicative efforts and expand the quantity of invasive species management.

School District of Ashland: Proudly includes the Bad River Band of the Lake Superior Tribe of Chippewa Indians and the Marengo Valley, as well as the city of Ashland and the towns of Eileen, Gingles, Kelly, Keystone, Pilsen, Sanborn, and White River. Three of the four schools run by the District are located in the City of Ashland where the Ashland School Forest is also located near the Ashland High School and Lake Superior Elementary School.

Partnering with the School District of Ashland to conduct youth engagement related to invasive species management, and outreach within the Ashland School Forest.

Lake Superior Collaborative: is a network of organizations working in partnership to coordinate protection, restoration, & climate resilience efforts in the Wisconsin portion of the Lake Superior watershed. The collaborative is composed of local governments, state, Tribal, & federal

government agencies, academic institutions, & non-profit organizations working within the Lake Superior Basin of Wisconsin.

Lake Superior Collaborative's partner network will be utilized for the role of information dissemination to project partners including public meetings, and distribution of the Final Project report.

Mashkiziibii Tribe: Also known as the Bad River Band of Lake Superior Chippewa Indians. For the tribe Water is Life, meaning that protecting the watersheds that provide water for their Reservation and people from top to bottom, including uplands, floodplains, and globally important coastal wetlands along Lake Superior is of the utmost importance. The reservation is located due east of the City of Ashland. Ashland is located in ceded territory per the 1854 Treaty.

Mashkiziibii Natural Resource Department Staff, and members will be consulted on planting (trees, and forbs) species selection.

Environmental Justice Considerations:

This project will serve vulnerable, under-resourced communities in the City of Ashland. The Ashland School District has a free and reduced lunch rate of 56% and 21% of the population that lives in the City of Ashland lives at or below the poverty level.

The City has upwards of 300 acres of immediately accessible properties throughout city limits. Ranging from bike trails, baseball fields, parkland, creek corridors (leading to Lake Superior), and a large amount of shoreline properties. It is important to restore and maintain these areas that have been invaded by invasive species to continually allow access to all individuals in an equitable manner.

The City of Ashland is located on ceded territory of per the 1854 Treaty. It is important to tell the story of indigenous cultures in the area and restore the native habitat. This cannot be done without the partnerships with the Mashkiziibii Tribe and GLIFWC.

Mashkiziibii and GLIFWC staff and members will be consulted on the species selection for the ash understory planting components of this project. The cultural importance of ash cannot be directly replaced with other tree species – but species of additional cultural value will also be considered when it comes to tree species.

Deliverables:

The following is a list of deliverables that must be completed for the project along with the deliverables associated with each task. All work products must be approved by DNR and will be retained as property of DNR. All work deliverables should be submitted to the DNR Project Manager.

Task 1: Prepare and gain approval for a Quality Assurance Project Plan (QAPP) from DNR.

- a) Approved Quality Assurance Documentation
- b) Completed QAPP in electronic format.

Task 2: Invasive Species Management

Deliverables:

- a) Site treatment maps for parkland areas treated throughout the City of Ashland

(Total – 100 acres controlled)

- b) Copies of DNR Invasive Species Incident reports for all newly identified Regulated invasive species within the City of Ashland

Task 3: Invasive Species Management Plan

Deliverables:

- a) City-wide invasive species management plan (Quantity – 1)
 - a. Utilizing WI-DNR guidelines will include components such as summarization of historical management actions, assessing organizations capacity, identifying existing stressors, and future threats. Will define species specific targets, treatment schedules, and priority areas within the city. Along with input gained from public meetings, and local stakeholder groups.

Task 4: Collaboration with project partners, stakeholders, and local citizens through presentations, workshops, and public meetings in City of Ashland

Deliverables:

- a) Meeting minutes, and sign-in sheets for public meetings related to the project. Summarization of the community input, and engagement. (Total – 2 Meetings hosted)
- b) Youth and community engagement summary report outlining the total number of youths engaged throughout the project, and summary of activities completed with School District of Ashland (Total – 50 youth engaged)

Task 5: Prepare and submit quarterly grant reports, quarterly invoices, and a final report. Reports will be submitted by July 15, October 15, January 14, and April 15 Reports will identify amount expended per achieved, percent of work completed, and planned activities for the following quarter, along with setbacks) during the quarter and how they were addressed.

Deliverables:

- a) Quarterly Reports for each quarter from receipt of funding through project close out.
- b) Final Report which includes maps of treatment areas, before and after photographs and any recommendations for future management

Task 6: Prepare all applicable federal, state, tribal, and local permit applications and gain regulatory approvals as required. Prepare materials and ensure compliance with National Historic Preservation Act.

Deliverables:

- a) Copies of all permit applications, materials, and regulatory correspondence.

Project Timeline: Project duration: Sept. 1, 2024, through Dec. 31, 2026.

	2024				2025												2026												2027		
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
Planning & Implementation																															
RFP and Retain Consultant																															
Planning Documentation																															
Implemention																															
Community Outreach																															
Public Meetings																															
Community Outreach																															
Youth Outreach																															
Sustainability Plan																															
Partner Meetings																															
Plan Development																															
Reporting																															
Quarterly Reporting																															
Annual Reporting																															
Subaward Closeout																															
Final Billing and Reporting																															

Project Budget:

Budget Detail	Year 1	Year 2	Year 3	Total Project Cost
Personnel	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$14,000	\$11,000	\$25,000
Contractual	\$50,000	\$150,000	\$75,000	\$275,000
Other	\$0	\$0	\$0	\$0
Total Direct	\$50,000	\$164,000	\$86,000	\$300,000
Indirect	\$0	\$0	\$0	\$0
Total	\$50,000	\$164,000	\$86,000	\$300,000

Supplies

- Supplies will include invasive species prevention materials (boot brushes, signage, and outreach materials), environmental education signage, and items needed for hosting public meetings.

Contractual

- Contractual costs will be for invasive species control, project planning, invasive species management plan development in Year 1 (\$50,000), Year 2 (\$150,000), and Year 3 (\$75,000).

References:

Chapter NR-40: Regulation of Invasive Species:

- https://docs.legis.wisconsin.gov/code/admin_code/nr/001/40.pdf

Reporting an Invasive Species:

- <https://dnr.wisconsin.gov/topic/Invasives/report#:~:text=Check%20out%20the%20UW%2DMadison,AIS%20Efforts>

EXHIBIT A

EPA AWARD # GL-00E03704

Programmatic Conditions

GLRI Programmatic Terms and Conditions (updated 01/09/2024)

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

Number – Measure of Progress

2.1.2 – Projects that manage pathways through which invasive species can be introduced to the Great Lakes ecosystem.

2.1.3 – Early detection and surveillance activities conducted.

2.2.1 – Aquatic/terrestrial acreage controlled.

2.3.1 – Technologies and methods field tested.

2.3.2 – Collaboratives developed/enhanced

4.1.1.- Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced.

5.1.1.- Youth impacted through education and stewardship projects.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. Final Report: The Final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date.

Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient

to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

1. Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

2. International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Required

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the

recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

F. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

G. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

H. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify**

the EPA Project Officer of potential drawdown delays that exceed 180 days.

I. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

2. Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

3. GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Q. Aggregated Project Grants

Recipient financial reports for Aggregated Project Grants must include an aggregated summary for the aggregated projects by budget object class. Programmatic progress reports shall include (i) a summary table displaying both the individual projects, by budget object class, and the aggregated total and (ii) discrete reports of progress for each individual project.

Ref: 2024-196

COUNCIL AGENDA: 7.D.
(9/10/2024)

SUBJECT: Approve a Resolution to Vacate Order Transportation Project Plat 1610-00-27- 4.21 for State Highway 13 Pavement Replacement Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1.	Proposed Resolution No. 17793
2.	Vacation Order - Transportation Project Plat

EXPENDITURES REQUIRED: N/A- Funded by the WI DOT

AMOUNT BUDGETED: N/A- Funded by the WI DOT

APPROPRIATION REQUIRED: N/A - Funded by the WI DOT

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: Approved by Committee of the Whole 9/12/23

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

SUMMARY STATEMENT:

In February 2024, City staff filed a plat map with the Ashland County Register of Deeds. The plat map concerned property acquisition, specifically for water service line valve installation,

required by Wisconsin Department of Transportation (WI DOT) policies prior to bidding on the project and was recorded by the Ashland County Register of Deeds.

Due to the cost of the property acquisitions, the City has made changes to the location of water service valves in order to significantly reduce real estate acquisition needs.

Ashland County is requiring Council approval of the vacation order prior to filing.

RESOLUTION No. 17793

RESOLUTION TO VACATE TRANSPORTATION PROJECT PLAT 1610-00-27-4.21 FOR STATE HIGHWAY 13 PAVEMENT REPLACEMENT PROJECT

WHEREAS, the City of Ashland, Wisconsin filed Transportation Project Plat 1610-00-27-4.21 for the purpose of acquiring temporary land easements along Ellis Ave in order to construction replacement water service facilities, and

WHEREAS, Transportation Project Plat 1610-00-27-4.21 has been determined to be unnecessary for project purposes due to changes made in the project design.

BE IT THEREFORE RESOLVED that the Common Council of the City of Ashland City Council hereby vacates the above described project plat and relinquishes all claims and responsibilities pertaining thereto.

Passed; September 10, 2024

Charles Ortman, City Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Document Number
VACATION ORDER
TRANSPORTATION PROJECT PLAT

Wisconsin Department of Transportation
s.84.095(3)(b) Wis. Stats.
DT1875 2002

This Vacation Order applies to Transportation Project Plat 1610-00-27-4.21, recorded in Vol. TPP, Envelope 193B, Document No. 364309 in the Office of the Register of Deeds for Ashland County.

Parcel 101 of Transportation Project Plat 1610-00-27-4.21
Parcel No. 201-02763-0000

Parcel 102 of Transportation Project Plat 1610-00-27-4.21
Parcel No. 201-02764-0000

Parcel 103 of Transportation Project Plat 1610-00-27-4.21
Parcel No. 201-02765-0000

Parcel 104 of Transportation Project Plat 1610-00-27-4.21
Parcel No. 201-02766-0000

Whereas the above described Transportation Project Plat has been determined to be unnecessary for transportation improvement project purposes, said plat is hereby vacated and rescinded.

This space is reserved for recording data

Return to

John Butler, Public Works Director
601 Main Street West
Ashland, WI 54806

Parcel Identification Number/Tax Key Number

201-02763-0000, 201-02764-0000
201-02765-0000, 201-02766-0000

This Vacation Order has been approved by the City of Ashland.

(Signature)

(Print Name)

(Title)

(Seal)

(Date)

State of Wisconsin)

) ss.

County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Ref: 2024-186

COUNCIL AGENDA: 8.A.
(9/10/2024)

SUBJECT: Consider a Memorandum of Understanding between the City of Ashland and the School District of Ashland (*Parks*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Attorney
Parks Director

EXHIBITS:

1.	School District of Ashland Memorandum of Understanding 2024
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EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote public health, safety, morals, and the general welfare..." for the City's residents and community.

SUMMARY STATEMENT:

Each year a Memorandum of Understanding between the City of Ashland and School District of Ashland for shared use of the Bretting Community Center and the school's facilities, is reviewed and renewed for the upcoming school year.

The City of Ashland Parks Department and the School District of Ashland have cooperated for several years to provide adequate facilities and activities for those who participate in gymnastics, special events, etc. Neither the City nor the School District have offered any changes to the previous MOU.

This agreement outlines the expectations for use of the City's and School District's facilities.

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, during Gymnastics season, 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 event 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, based on mutual agreement of the Parties, then SDA will be responsible for the excess wear and tear.
- f. To the fullest extent permitted by law, SDA agrees to indemnify, defend, and hold harmless COA its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), arising out of or related to any injury occurring during or resulting from the use of the equipment;

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 _____, 2024.

Dated this ____ day of _____, 2024

On Behalf of the City of Ashland

On Behalf of the School District of Ashland

Matt MacKenzie, Mayor

Robert Prater, Superintendent

Denise Oliphant, City Clerk

Jeff Moravchik, Board of Education
President

Charlie Ortman, City of Ashland Council
President