



Take notice that the City of Ashland Committee of the Whole will meet immediately following the adjournment of the City Council Meeting in the City Hall Council Chambers, 601 Main Street W. Ashland, WI, to consider and act upon the following agenda.

To attend 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 24, 2024 Ashland Committee of the Whole Meeting
Agenda**

****Amended on September 23, 2024**

1. **Roll Call**
2. **Approval of Agenda**
3. **Council President's Report**
4. **Administrator's Report**
5. **Committee Updates**
6. **DISCUSSION ITEMS**
 - A. **Presentation by Community Event Director Jennifer Fanucci**
 - B. **Discussion and Possible Action Regarding Entering into a Commercial Lease Agreement at 618 Beaser Avenue as a Temporary Location of the Vaughn Library during Renovations (*Library*)**
 - C. **Discussion and Possible Action Regarding Submitting an Application to the Urban Forestry Grant Programs, and to the Wisconsin Department of Natural Resources for the Continuation of the City of Ashland Emerald Ash Borer Readiness Plan for Tree Removal and Replanting (*Parks*)**
 - D. **Update Regarding the Proposed Splashpad Project (*Mayor*)**
 - E. ****Disucssion and Possible Action Regarding Animal Control for the City of Ashland (*Mayor*)**
7. **Items for Future Discussion**

8. 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." (*Grievance*) (*Police Department*)**
- B. **Return to Open Session**
- C. **Report of Action Taken during Closed Session**

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.

Ref: 2024-0001

**COMMITTEE AGENDA:
5. (9/24/2024)**

SUBJECT: Committee Updates

RECOMMENDATION: Discussion Only

DEPARTMENT OF ORIGIN: Council

CLEARANCES:

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT:

Parks & Recreation Committee - Seefeldt
Library Board - Jackson
Ore Dock Trust - Tochtermann
Plan Commission - Tochtermann
Public Works Committee - Goyke
Harbor Commission - Gregoire
Sustainability Committee - Ortman
DPEAC - Sztynior
Historical Preservation Council - Sztynior

Ref: 2024-214

**COMMITTEE AGENDA:
6.A. (9/24/2024)**

SUBJECT: Presentation by Community Event Director Jennifer Fanucci

RECOMMENDATION: Presentation

DEPARTMENT OF ORIGIN: Administration

CLEARANCES: Council President

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

City Administrator Brant Kucera requested for Jennifer come to Committee of the Whole to introduce herself and present her progress and ideas as Community Event Director with the City of Ashland.

Ref: 2024-215

**COMMITTEE AGENDA:
6.B. (9/24/2024)**

SUBJECT: Discussion and Possible Action Regarding Entering into a Commercial Lease Agreement at 618 Beaser Avenue as a Temporary Location of the Vaughn Library during Renovations (*Library*)

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Vaughn Public Library

CLEARANCES: Council President

EXHIBITS: 1. Beaser Professional Building Lease - City of Ashland Vaughn Library

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: City Buildings

SUMMARY STATEMENT:

In order to facilitate the most efficient and timely renovation of the Vaughn building, library operations need to relocate to a reliable and spacious location. The property owner of 618 Beaser Avenue offered a lease agreement for this to happen. It is estimated the library would be operating from this location beginning in January 2025 and ending in January/February 2026.

COMMERCIAL LEASE AGREEMENT

618 Beaser Avenue

This Commercial Lease Agreement (the "Lease") is made and entered into by and between Beaser Professional Building LLC ("Owner"), and the City of Ashland, a Wisconsin municipal corporation, hereinafter referred to as "Tenant".

1. **Premises.** The Owner hereby rents to the Tenant, and the Tenant hereby rents from the Owner, Office Space and Storage Space, consisting of approximately 7,000 square feet, in the Beaser Avenue Professional Building (formerly CESA 12), which is located at 618 Beaser Ave., Ashland, Wisconsin, in Ashland County, Wisconsin, as identified in blue shading on the attached Exhibit A (the "Rental Premises").
2. **Term.** The initial term of this Lease, which begins on January 1, 2025, and ends on December 1, 2025, is for a period of eleven (11) months. This initial term may be extended on a month-to-month basis upon the Tenant's election by providing Landlord with notice at least 30 days prior to the expiration of the initial term and any extended term. Tenant's option to continue this lease shall extend until one month after the Vaughn Public Library renovations are complete and ready for occupancy.
3. **Rent.** Tenant shall pay rent of eleven thousand (\$11,000.00) dollars per month.

The full monthly rent will first be due on January 1, 2025, and thereafter on the first day of each following month, as per this Lease. The rent is due and payable on the first day of each month, regardless of when the Lease Agreement is signed.

A late fee of \$150.00 will be assessed for any month's rent not paid in full by the seventh day of the month. Payments received will be posted first to late fees owed, then to rent owed.

Rent will be paid by direct deposit into the Owner's Northern State Bank Account, which Owner shall provide Tenant with the necessary direct deposit information upon execution of this Lease.

4. **Insurance Coverage.** During the initial term of this Lease Agreement and during any renewed term of this Lease Agreement, the Owner will maintain insurance coverage protecting the building alone from damage or loss due to fire, wind and extended perils. During the initial term of this Lease Agreement and during any renewed term of this Lease Agreement, the Tenant will, at the Tenant's expense, maintain:
 - a. Liability insurance coverage with limits of not less than \$1,000,000 covering the rental premises.

- b. Property insurance coverage protecting all equipment, other personal property and fixtures on the rental premises from fire, wind and extended perils. This property insurance will include coverage on any equipment or other personal property which the Tenant is leasing from another or which the Tenant possesses or which is owned by another.
 - c. The Owner and the Tenant are both to be listed as named insureds on all insurance policies which Tenant is required to maintain under the terms of this provision. Tenant will provide the Owner with a certificate of insurance showing that the Tenant has in full force and effect the insurance coverage called for under the terms of this provision. The Owner shall have no liability or responsibility associated with any loss or damage to the contents of the leased premises.
- 5. **Taxes.** The Owner will pay all real estate taxes and special assessments on the real estate.
- 6. **Expenses.** The cost of expenses for heat, electricity, water and sewer, snow removal, and lawn care shall be arranged for and paid by the Owner.

The Tenant will bear the costs and expenses associated with telephone and internet services supplied to the leased premises during the term of this Lease Agreement.

The Tenant will keep the rental premises, inside and out, in a safe, clean and sanitary condition, and will properly dispose of all waste and rubbish in a safe and legal manner and will bear the costs of cleaning and garbage removal for the rental premises.

The Tenant is responsible for all costs associated with any alterations/improvements to the Leased Premises needed for the Tenant's operations.

- 7. **Maintenance and Repair.** General building maintenance will be provided by Owner. The Owner is responsible for making any structural repairs to the rental premises and for maintaining and repairing the building's heating and cooling system.
- 8. **Pest Control.** Owner maintains premises under a general pest control program with a licensed pest control service and may access and monitor Tenant's rental premises looking for evidence of pests. Tenant agrees to comply with all recommendations and requests from Owner and pest control specialists, and immediately report to Owner any signs of pests. Tenant also agrees to take reasonable steps to prevent pests and will not negligently bring any items onto the premises that may be infested with pests or create conditions which would cause pest issues.
- 9. **Dangerous Substance or Materials.** The Tenant will not store, place, bring or allow

to remain on the rental premises any hazardous or dangerous substance or material which will adversely affect the insurance expenses of the Owner or which could result in Owner's real property becoming contaminated or polluted.

- 10. Notice.** In the event the Tenant has notice or knowledge of any illegal, defective or dangerous condition or circumstance on or affecting the rental premises, the Tenant will promptly notify the Owners of the same.
- 11. Keys.** Tenant must safeguard and return all keys at conclusion of Lease Agreement or will be responsible for costs as described within this provision. For security reasons, keys are stamped "*Do Not Duplicate*" and Tenant cannot make copies. In the event Tenant or Tenant's employees lose keys, Tenant is responsible for Owner's costs to re-key or install new locks and print new keys.
- 12. Access.** The Tenant shall have access to all Rental Premises during the term of this Lease Agreement. The Owner shall have access to the Rental Premises in the event of an emergency, for pest control, and for the purpose of examining the same or exhibiting the same to prospective tenants and purchasers at reasonable times and upon reasonable advance notice to the Tenant. The Tenant will maintain the rental premises in as good condition as the same was at the commencement of this Lease Agreement, reasonable wear and tear alone excepted.
- 13. Use.** The Tenant will not use the Rental Premises for any purpose other than its operation of a temporary location for the Vaughn Public Library operations, without the Owner's prior written consent. Tenant will comply with all applicable federal, state and local laws regulations and ordinances, as well as all policies that are hereinafter adopted by the Owner.
- 14. Alterations.** The Tenant will not make any alterations or changes to the Rental Premises without Owner's prior written consent. During the initial term of this Lease Agreement, or any renewal thereof, Owner agrees that it shall not construct any other improvements within the Rental Premises described in this Lease Agreement without the prior written approval of Tenant.
- 15. Signage.** Any signage installed by Tenant must be approved in writing by Owner and must be compliant with all City of Ashland ordinances. Tenant shall be solely responsible for all costs, permits, and any other expenses associated with any signage it desires to install on or in the Leased Premises.
- 16. Subleasing.** The Tenant has the right to sublease any and all of the Rental Premises that Tenant is not using for its own operations, upon such terms as the Tenant and such sub-tenant agree to. The only restriction to Tenant's ability to contract with a sub-tenant is that any sub-tenant cannot operate in violation of any laws or ordinances

of the City of Ashland.

- 17. Damage or Destruction of Premises.** In the event the rental premises are totally destroyed by fire or other casualty, either party may, at its option, terminate this Lease Agreement. In the event of a partial destruction of the rental premises by fire or other casualty, the Owner may, at its option, terminate this Lease Agreement or may rebuild and repair said premises, and in such case, the rent shall proportionately abate during the time of such partial destruction and repair or rebuilding thereof.
- 18. Condemnation.** If during the term of this Lease Agreement, the Owner's property is taken as a result of the exercise of the power of eminent domain, this agreement may be terminated by the Owner upon thirty (30) days' advance notice to the Tenant.
- 19. Damage to Lease Premises by Tenant.** The Tenant is liable and responsible to the Owner to pay for any damage or destruction to the Rental Premises caused by the acts or omissions of the Tenant or the Tenant's agents, employees and representatives, other than ordinary wear and tear. Tenants with finished office space must use office chair mat(s) to protect carpeted and/or tiled floors from excessive wear and tear.
- 20. Pets.** Except as required by law, no animals shall be allowed, even temporarily, anywhere in or on the property without the Owners' prior written consent, which consent may be withheld, conditioned or delayed at the Owner's discretion.
- 21. Hold Harmless.** The Tenant hereby agrees to protect, defend, indemnify and hold the Owner harmless from any death, injury, damage, loss, cost, expense or fee associated with any act, omission, occurrence or event happening on the Leased Premises during the term of this Lease.
- 22. Termination of Lease Agreement.** At the conclusion of this Lease Agreement or the end of any renewed period of this Lease Agreement, the Tenant will surrender the rental premises to the Owner in as good condition as the same was at the commencement of this Lease Agreement, reasonable wear and tear alone excepted.

If default is made in the payment of any rent when the same is due, and such failure to pay continues for seven days after written notice by U.S. Mail, fax, or personal delivery, to the Tenant, of the failure to pay rent, then the Owner shall have the right, at any time thereafter, without notice, to declare this Lease Agreement void and all terms of this instrument void, and may reenter the premises and expel the Tenant using such force as may be reasonably necessary, without prejudice to any rights and remedies the Owner may have, including the right to collect arrears in rent. This provision shall not be interpreted to allow the Tenant to pay rent late each month.

If the Tenant should breach or violate any of the terms, provisions or covenants of this Lease Agreement, other than a provision for the payment of rent, and such breach or

violation continues for twenty (20) days after written notice by U.S. Mail, fax, or personal delivery to the Tenant of the breach or violation, then the Owner shall have the right to declare this Lease Agreement void, and to declare all the terms of this instrument ended, and may reenter the premises and expel the Tenant using such force as may be reasonably necessary, without prejudice to any rights and remedies the Owner may have. If the breach or violation complained of may reasonably take in excess of twenty (20) days to cure, it will be sufficient for the Tenant to, within such twenty (20) day period, inform the Owner of the diligent steps it has taken to cure such violation, provided the violation or breach continues to be cured as soon: as is reasonably possible.

23. Entire Agreement. The Lease Agreement supersedes and replaces any prior negotiations, discussions or agreements between the parties, oral or written, relating to the subject of this instrument. This instrument sets forth the entire understanding between the parties regarding the subject of this agreement. This agreement may not be amended except by a writing signed by the undersigned.

24. Venue. This Lease Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. Venue for any action or proceeding arising from, related to, or associated with this Lease Agreement shall be in the Circuit Court for Ashland County, Wisconsin.

25. Binding. The provisions herein contained shall bind the parties mutually and their respective successors and assigns.

Each party of this Lease Agreement has reviewed and agreed to the terms contained herein as of the date indicated below:

Beaser Professional Building LLC, Owner

By: Larry Cicero

Dated: _____

City of Ashland, Tenant

By: Matthew McKenzie, Mayor

Dated: _____

By: Denise Oliphant, City Clerk

Dated: _____

SUBJECT: Discussion and Possible Action Regarding Submitting an Application to the Urban Forestry Grant Programs, and to the Wisconsin Department of Natural Resources for the Continuation of the City of Ashland Emerald Ash Borer Readiness Plan for Tree Removal and Replanting (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Council President

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: ENVIRONMENT: City Greenspaces

SUMMARY STATEMENT:

City staff is seeking approval of a resolution to apply for a grant from the Wisconsin Department of Natural Resources Urban Forest program to continue the EAB Management and Urban Forestry Management Plan.

Grant monies will be used to assist in implementing the EAB Management Plan to remove up to one hundred ash trees that are now in fair to poor condition on city-owned land (parks and right-of-way), and to purchase up to eighty trees that are 2" to 2.5" in diameter to replant in City parks and in the right-of-way. Replacement tree species would come from the City of Ashland Tree List and meet the requirements stated in the soon-to-be updated City of Ashland Urban Forestry Plan. The grant would also include increased education and outreach efforts to private property owners about tree diseases such as Emerald Ash Borer and Oak Wilt.

City staff would also like to seek funding to create a tree replacement program for private property owners who have had to remove infected ash trees. This plan/program would sell replacement trees to residents for a reduced cost. Tree species would come from the City of Ashland Tree List and meet the requirements stated in the soon-to-be updated City of Ashland Urban Forestry Plan. Residents would be responsible for the planting and care of the new trees on their property.

The grant is due October 1, 2024.

Ref: 2024-217

**COMMITTEE AGENDA:
6.D. (9/24/2024)**

SUBJECT: Update Regarding the Proposed Splashpad Project (*Mayor*)

RECOMMENDATION: Discussion

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Council President

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

The Mayor requested to offer an update regarding the proposed project for Council.

Ref: 2024-218

COMMITTEE AGENDA:
6.E. (9/24/2024)

SUBJECT: ****Disucssion and Possible Action Regarding Animal Control for the City of Ashland (*Mayor*)**

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES:

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT:

The Mayor wishes to update and discuss the City's options for animal control for the community.