



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.

*****AMENDED AGENDA**

Tuesday, October 8, 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. September 24 2024 City Council and Committee of the Whole

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. Announcements

6. CONSENT AGENDA

- A. Approve Entering into a Commercial Lease Agreement at 618 Beaser Avenue, Ashland as a Temporary Location of the Vaughn Library during Renovations *(Library)*
- B. Miscellaneous Minutes

7. OLD BUSINESS

- A. Approve to Accept a Grant from the Wisconsin Department of Natural Resources Recreational Boating Facilities Grant Program for the City of Ashland Kreher Park Launch Development *(Parks)*
- B. Approve to Accept a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection Grant *(Fire Department) Voice*

- C. *****Approve a Resolution for the Wisconsin Department of Natural Resources Urban Forestry Grant for the Continuation of the City of Ashland Emerald Ash Borer Readiness Plan for Tree Removal and Replanting** *(Parks)* Roll

8. NEW BUSINESS

- A. **Consider a Resolution Providing for the Sale of Approximately \$4,340,000 General Obligation Promissory Notes to Fund Library Projects** *(Administration)* Roll

9. CLOSED SESSSION - Council may reconvene to Open Session and vote on any item discussed during Closed Session.

- A. **Pursuant to WI Stat. 19.85(1)(e): "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."** *(Animal Control Contract) (Police Department)*
- B. **Return to Open Session**
- C. **Report of Action Taken During Closed Session**

10. ADJOURNMENT

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

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, September 24, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, September 24, 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**

PRESENT: Kevin Seefeldt, Ana Tochterman, Andrew Goyke, Charlie Ortman, Nancy Sztynodor

ABSENT: Sarah Jackson (Excused), Jim Gregoire (excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Police Chief Willis Hagstrom, Planning Director Steven Wiley, Library Director Sarah Adams, Parks Director Sara Hudson, Treasurer Jacey Dean, Utility Supervisor Brian Ledin, and interested citizens.

The Mayor noted that a quorum of the Council was present.

2. APPROVAL OF AGENDA

A motion by Goyke and seconded by Seefeldt to approve the agenda as presented, carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **September 10, 2024 City Council and Committee of the Whole Meeting Minutes**

A motion by Seefeldt and seconded by Goyke to approve the minutes, carried unanimously by voice vote.

4. PRESENTATION BY ROB PRATER, SCHOOL DISTRICT OF ASHLAND SUPERINTENDANT

School District of Ashland Superintendant Rob Prater spoke to Council regarding upcoming events and the referendum on the November General Election ballot.

5. CITIZEN PARTICIPATION PERIOD

Tuesday, September 24, 2024



Dan Bennett, 307 11th Avenue West, spoke to the rising taxes in the City due to the number of projects.

June Buvlnka, resident of East end of town, asked Councilors for their attention to the dangerous pedestrian crossing near Wal-Mart on Highway US 2.

6. MAYOR'S REPORT

A. **Announcements**

Mac Kenzie noted an increased number of calls from residents recently regarding not being able to drop off refuse at the Republic Services transfer station. Turns out their weight equipment depends on WIFI which was down for an extended period of time. In addition to this, the Mayor noted that the City does not negotiate commercial rates although he was aware that Republic's rates would be increasing in 2025 across the board. Harvest Fest is being planned for mid-October. The City received funding from the Waterways Committee for the future Kreher boat landing reconstruction project. Numerous road construction projects throughout the City were either near completion or completed.

B. **Appointments**

A motion by Seefeldt and seconded by Tochtermann was made to approve to reappoint Anna Chartier to the Public Works Committee for an additional five years, and appoint Nikki Stizmann to the Beautification Council for the remainder of a vacated term to expire in February 2025. The motion passed unanimously by voice vote.

7. CONSENT AGENDA

A. **Miscellaneous Minutes**

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

8. OLD BUSINESS

A. **Approve a Resolution to Allow the City of Ashland to Participate in the State of Wisconsin Local Government Investment Pool (Finance) Roll**

A motion by Seefeldt and seconded by Tochtermann to approve the resolution passed unanimously by roll call vote.

File #17791

B. **Approve an Option and Lease Agreement between the City of Ashland and the Towers of Wisconsin BTS, LLC to Lease City-Owned Parcel No. 201-05120-0210 for the Placement of Communications Facilities and Associated Access (Planning) Roll**

A motion by Goyke and seconded by Sztynodor to approve passed unanimously by roll call vote.



- C. **Approve the Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson, Inc. for the 2025/2026 Sanitary Sewer Lift Station Improvements Project** (*Public Works*) Roll
A motion by Ortman and seconded by Seefeldt to approve the professional services agreement for \$94,000, passed unanimously by roll call vote.
- D. **Approve a Professional Services Agreement between the City of Ashland and Short, Elliott, Hendrickson, Inc. for Grant Administration and Engineering Design Services for the 2026 CDBG Street & Utility Improvements Project** (*Public Works*) Roll
A motion by Ortman and seconded by Sztynodor to approve the professional services agreement for \$178,200, passed unanimously by roll call vote.
- E. **Approve to Accept Wisconsin Department of Transportation (WI DOT) State Municipal Agreement for the 11th Avenue East Resurfacing Project** (*Public Works*) Roll
A motion by Ortman and seconded by Goyke to approve passed unanimously by roll call vote.
- F. **Approve to Accept Wisconsin Department of Transportation (WI DOT) State Municipal Agreement for the 11th Street West Resurfacing Project** (*Public Works*) Roll
A motion by Ortman and seconded by Sztynodor to approve passed unanimously by roll call vote.
- G. **Approve to Submit an Application to the United States Department of Agriculture (USDA) to Assist Funding for Public Works Equipment Purchases as Part of the 2025 Public Works Budget** (*Public Works*) Roll
A motion by Ortman and seconded by Seefeldt to approve passed unanimously by roll call vote.
- H. **Approve a Resolution to Accept an Ashland Urban Area Map to Establish the Wisconsin Department of Transportation Urban Area Boundary** (*Public Works*) Roll
A motion by Ortman and seconded by Goyke to approve the resolution passed unanimously by roll call vote.
File #17796

9. NEW BUSINESS

- A. **Approve a Resolution Authorizing the Issuance and Sale of Up to \$9,166,606 Water System Revenue Bonds, Series 2024B, and Providing for Other Details and Covenants with Respect Thereto, and Approval of Related \$9,166,606 State of Wisconsin Safe Drinking Water Loan Program Financial Assistance Agreement** (*Public Works, Finance*) Roll
A motion by Ortman and seconded by Seefeldt to approve the resolution passed unanimously by roll call vote.
File #17795
- B. **Consider a Resolution to Combine Wards and Establish the Polling Place for the November 5, 2024 General Election** (*Clerk*) Roll
A motion by Ortman and seconded by Sztynodor to approve the resolution passed unanimously by roll call vote.
File #17794
- C. **Creation of Finance Task Force and Communication Task Force** (*Mayor*)
A motion by Ortman and seconded by Seefeldt to allow the Mayor to proceed with the development of a Finance Task Force and a Communications Task Force, passed unanimously by voice vote.

10. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, September 24, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. Roll Call

The Tuesday, September 24, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:30 PM.

PRESENT: Kevin Seefeldt, Ana Tochterman, Andrew Goyke, Charlie Ortman, Nancy Sztynдор.

ABSENT: Sarah Jackson, Jim Gregoire, both excused.

ALSO PRESENT: Mayor Matt Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Police Chief Bill Hagstrom, Public Works Director John Butler, Planning Director Steven Wiley, Community Events Director Jen Fanucci, Utility Supervisor Brian Ledin, Parks Director Sara Hudson, Library Director Sarah Adams, Treasurer Jacey Dean, and interested citizens.

2. Approval of Agenda

A motion by Seefeldt and seconded by Sztynдор to approve the agenda passed unanimously by voice vote.

3. Council President's Report

Ortman offered no report.

4. Administrator's Report

Kucera announced that the City was recently awarded a \$250,000 grant for the Baron site project. He went on to clarify some points about the project in light of conversations among the community. Staff will continue to work on their individual department budgets over the next week.

5. Committee Updates

Ore Dock Trust - no report

DPEAC - no report

Harbor Commission - no report

Historic Preservation - Sztynдор reported the committee discussed a home on Chapple Avenue and the library.

Library Board - no report

Parks & Rec - no report

Plan Commission - no report

Public Works Committee - Goyke reported discussion regarding the status of the lift stations and a new revenue source brought up by Supervisor Ledin.

Sustainability Committee - Ortman reported the group creating a mission statement.

6. DISCUSSION ITEMS

A. **Presentation by Community Event Director Jennifer Fanucci**

Fanucci reviewed the upcoming Harvest Fest planned for October 19, 2024 at Hodgkins Park, and ideas for future events over the next year.

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*)**

Adams introduced the item and answered questions from Council. A motion by Seefeldt, seconded by Sztynodor to forward the item to Council for formal approval, was approved unanimously by voice vote.

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*)**

Hudson introduced the item to Council and answered questions. A motion by Seefeldt, seconded by Goyke to approve to submit the application, was approved unanimously by voice vote.

D. **Update Regarding the Proposed Splashpad Project (*Mayor*)**

Mac Kenzie offered an update and answered questions from Council. No formal action was taken at this time.

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

Mac Kenzie introduced the item and answered questions from Council. A motion by Sztynodor and seconded by Seefeldt to authorize Hagstrom to research a long term solution that is within his budget regarding animal control, was approved unanimously by voice vote.

7. **Items for Future Discussion**

Seefeldt requested discussion regarding a potential rooming/boarding house.

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*)**

A motion by Goyke, seconded by Sztynodor to move into closed session and allow Chief Hagstrom to remain during closed session, passed unanimously by roll call vote.

B. **Return to Open Session**

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

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

Mac Kenzie reported no action was taken during closed session.

A motion by Goyke, seconded by Sztynodor to support Hagstrom's determination and deny the grievance, passed unanimously by roll call vote.

9. **Adjournment**

A motion by Sztynдор and seconded by Goyke to adjourn was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2024-220

COUNCIL AGENDA: 6.A.
(10/8/2024)

SUBJECT: Approve Entering into a Commercial Lease Agreement at 618 Beaser Avenue, Ashland as a Temporary Location of the Vaughn Library during Renovations (*Library*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Library

CLEARANCES: Unanimously Approved by Committee of the Whole, September 24, 2024

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

EXPENDITURES REQUIRED:

AMOUNT BUDGETED: Funded within the Library's saved funds and donations made toward the project.

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on October 3, 2024, that Beaser Professional Building, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

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.

The lease was reviewed and approved by the Library Board before bringing it to the Committee of the Whole where it was also approved, on September 24, 2024

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: _____

Ashland Oredock Charitable Trust Meeting Minutes

8:00 AM Friday December 22, 2023

Ashland City Hall Council Chambers

601 Main St W, Ashland WI 54806

1. Call to Order

a. Roll Call

- i. Present: Beirl, MacKenzie, Tochterman, Hudson, Rivard, LaPean
- ii. Excused: Pufall, Monroe, Ronning

b. Approval of Agenda Items

- i. Motion by LaPean, second by MacKenzie. All in favor, motion passes.

c. Approval of Minutes from October 26, 2023.

- i. Motion by MacKenzie, second by LaPean. All in favor, motion passes

2. Public Comment Period

a. None

3. Financial Updates

- a. Beirl presented the balances on each of the accounts the Trust holds. Motion by LaPean, second by Tochterman to approve the financial update. All in favor, motion carries. Attachment of Trust account balances is attached.

4. Business Items

- a. Discussion and Action on the Reimbursement to the City of Ashland for the work that was done on Ashland Oredock Diamond Access Project in 2023.
 - i. Hudson gave an update on the pay request. The request is for substantial completion of the Diamond Access project. Discussion was had about additional reimbursement requests will be asked from the Trust. Hudson stated the City is holding \$20k in retainage on the Diamond Access project and the Trust still have a match requirement of \$100K for the RTP Trail Repair Grant. Motion by LaPean, second by Rivard to approve the reimbursement to the City of Ashland for \$904,513.25. All in favor, motion passes.

5. Information Updates

a. Ashland Oredock Redevelopment Project Update

i. Diamond Access

- 1. 98% complete. Final check list items will be completed by 6/30/24.

ii. Stuntz Ave Connector

- 1. Hudson will share preliminary plans with Trust as soon as she sees them.

iii. Waterfront Trail

1. ADA parking closer to the Oredock off of Willis Ave N

6. Next Meeting Date.

- a. As needed

7. Adjournment

- a. Motion by LaPean, second by MacKenzie to adjourn at 8:33am

Artesian well by boathouses and Oredock, community members willing to open up the well near there. City responsibility?

Ref: 2024-221

COUNCIL AGENDA: 7.A.
(10/8/2024)

SUBJECT: Approve to Accept a Grant from the Wisconsin Department of Natural Resources Recreational Boating Facilities Grant Program for the City of Ashland Kreher Park Launch Development (*Parks*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Approved unanimously to apply by Committee of the Whole, May 9, 2024

EXHIBITS: 1. State of WI DNR Award Notification - September 18, 2024

EXPENDITURES REQUIRED: \$1,020,000.00 WNDNR RBF Grant
\$ 580,000.00 Match
\$1,600,000.00 Total Estimated Cost

AMOUNT BUDGETED: \$ 100,000.00 = AARP
\$ 480,000.00 = Fund 453 Waterfront Development
\$ 1,020,000.00 = WDNDR RBF Grant
\$1,600,000.00 = Total

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The City of Ashland has been awarded funding through the Wisconsin Department of Natural Resources (WI DNR) Boating Facilities Grant Program to construct a new public ADA-compliant two bay/one pier boat launch at Kreher Park (formerly Ashland/Northern State Power Lakefront Superfund Site) with the ability to launch boats up to 24' into the Chequamegon Bay of Lake Superior.

After 40 years, the integrity of the current boat launch at Kreher Park is in question. The current boat launch was constructed in the early 1980s. It is made of timber piling, does not meet ADA standards, and can only launch smaller boats. The public can visibly see the deteriorated pilings and side bumpers. The proposed Kreher Park Redevelopment: Water Access Project sits on the former Ashland/Northern States Power Lakefront Superfund Site. The remediated site, completed in 2019, has a four acre green space, thoroughfare and a new parking lot constructed in 2022 with 44 boat trailer parking spots. The area also has a segment of the Ashland Rails to Trail System (ARTS) running along the southern end of the property. In 2023, the City installed three safety ladders and three life rings along the shoreline.

The proposed project site is complicated due to site restrictions from the remediation. The proposed boat launch must go up and over the existing sheet pile wall. The in-water concrete pavement ramp at a 15% slope will extend almost 80' into the lake with lake depth at approximately thirteen feet. New sheet piling will be installed around the proposed boat launch to contain the structure. The north wall will have a curb for trailer/vehicle safety. One launch will be approximately thirty feet wide and the other launch will be approximately twenty feet wide. A courtesy dock will also be installed for boaters. The floating dock will be six feet in width. End-of-ramp elevation will be at 596.5'; the ordinary high-water mark in Chequamegon Bay is 602'.

The Wisconsin Waterway Committee Reviewed the Recreation Boating Facilities (RBF) grant proposal on September 9, 2024. The project was approved and per a new ruling by Wisconsin Supreme Court, Stewardship Grants no longer need to go before the Joint Finance Committee for approval.



September 18, 2024

► **REQUIRES IMMEDIATE ACTION** ◀
Recreational Boating Facilities
Grant# RBF-1929
Grant Amount: \$1,020,000.00

Sara Hudson, Director of Parks
City of Ashland
601 W Main St
Ashland, WI 54806

Dear Ms. Hudson:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **City of Ashland Kreher Park Launch Development**

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Patrick Anderson at the Community Financial Assistance, 810 W Maple St, Spooner, WI 54801. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: September 9, 2024 through June 30, 2027.** All project activities must occur within this time period to be eligible costs for reimbursement.

☒ **Advance or Reimbursement Check:** Your advance or reimbursement check will be mailed to City of Ashland, Sara Hudson, 601 W Main St, Ashland, WI 54806. Please notify us if this is not the correct person to receive checks.

☒ **Changes to the approved project scope, Project time period, and/or project financial assistance (budget)** may not be made without prior approval from the Department.

☒ **You are entitled to a project advance of: \$510,000.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the project agreement.*

☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding.

☒ **Please note:** To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aid/Grants.html>.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/Grants.html> and then selecting the Recreational Boating Facilities webpage. Please submit reimbursement claim forms for your project to Patrick. Feel free to contact Patrick at 715-416-5020, if you have any questions about your grant award or the reimbursement procedures. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

FOR

Jim Ritchie, Director
Bureau of Community Financial Assistance

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Project Sponsor		Project Number
City of Ashland		RBF-1929
Project Title		
City of Ashland Kreher Park Launch Development		
Period Covered by This Agreement		Name of Program
September 9, 2024 Through June 30, 2027		Recreational Boating Facilities
Project Scope and Description of Project		
The City of Ashland will utilize Recreational Boating Facilities funding to develop a new two bay boat launch on Lake Superior located in Kreher Park. Development will include launch ramp, boarding docks and sheet wall. Obligations of this grant agreement are binding for 20 years from the grant period start date listed above.		
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:
Total Project Cost	\$1,600,000.00	1. Chapter NR 7, Wisconsin Administrative Code
Cost-Share Percentage	Up to 64%	2. Application Dated 05/31/2024
State Aid Amount	\$1,020,000.00	
Project Sponsor Share	\$580,000.00	

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Boating Facilities and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments and scope changes, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, 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 Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 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. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees to conform to generally accepted accounting principles and practices for project funds and to record project funds in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Sponsor, shall be kept and made available for inspection for three (3) years after final payment is issued by the DEPARTMENT.
10. Agrees to submit reimbursement request within two (2) months from the project end date. Reimbursement requests must be accompanied by proofs of purchase and proofs of payment for costs being claimed.

The Department:

11. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$1,020,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 64 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
12. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not

an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The sponsor agrees that if any fees are to be imposed for use of the public access, such fees shall not exceed the fee charged for daily entrance to state parks and forest areas, unless a higher fee is approved by the Department under NR 1.91(11), Wis. Adm. Code.
2. Projects involving development or modification of facilities must comply with 2010 Americans with Disabilities Act requirements to the greatest extent practicable. DNR guidance is available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/CF0031.pdf>.
3. The Sponsor may be eligible to have a single audit performed in accordance with the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
4. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at https://dnr.wi.gov/topic/stormwater/standards/const_standards.html. Additional erosion control guidance can be found in the Wisconsin Construction Site Erosion Control Field Guide via the internet at <https://dnr.wi.gov/topic/stormWater/documents/WlconstECfieldGuide.pdf>. BMPs shall be properly installed and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization.
5. Projects proposing more than 10,000 sq ft of land disturbance and the disturbed area is located within 75-300ft of a navigable waterway, then a state waterway permit (Chapter 30 permit) for grading may be required. There are a series of questions/answers and checklists on the DNR's grading website (<https://dnr.wisconsin.gov/topic/Waterways/dredging>) that can help you determine if the grading activity is regulated and which permit type is required. Please review the website and General Permit (GP) application checklist (which lists the requirements for projects to be eligible for GP process) to see if the project requires a GP or an Individual Permit (IP) application process.
6. Construction sites associated with land disturbing activities less than one acre should have an erosion and sediment control plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
7. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.

☐ Check here if you request advance payment totaling \$510,000.00

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By

(Signature)

(Title)

(Date)

By



FOR

**Jim Ritchie, Director
Bureau of Community Financial Assistance**

September 18, 2024

(Date)

Ref: 2024-222

COUNCIL AGENDA: 7.B.
(10/8/2024)

SUBJECT: Approve to Accept a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection Grant (*Fire Department*) Voice

RECOMMENDATION: Fire Chief recommends approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Approved unanimously by Committee of the Whole, June 11, 2024

EXHIBITS:

1. 2025 WDNR FFP Grant Award Letter
2. June 11, 2024 COW Minutes

EXPENDITURES REQUIRED: \$5,504.50

AMOUNT BUDGETED: \$2,752.25 - Fund 461 - Fire Department Capital

APPROPRIATION REQUIRED: \$ 0

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

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 Wisconsin Department of Natural Resources (WI DNR) Fire Fighters Protection Grant (FFPD) is a grant that Aashland Fire Department (AFD) applies for every year. Due to our partnership with the WI DNR where AFD maintains a wildland strike team, AFD receives additional points on our application and we have always received funding. We will use this grant to purchase six sets of dual-purpose wildland firefighting gear that can also be used for automotive extrication in place of hot, heavy structural firefighting gear. Class A foam concentrate will also be purchased from the WI DNR station in Brule, Wisconsin. The fire department will use budgeted funds to match the WI DNR Grant funds.



September 30, 2024

Stuart Matthias, Chief
Ashland Fire Department
215 6th St East
Ashland, WI 54806

► REQUIRES IMMEDIATE ATTENTION ◀
FY2025 Forest Fire Protection (FFP) Award
Grant#: FFP-25S-011
Grant Amount: **\$ 2,752.25**
Grant Period: October 1, 2024 – April 15, 2025

By October 15th – Sign & Return

- DNR COPY of Grant Agreement
- Payee Verification Form
- W-9 (only if necessary)

Dear FFP Grant Award Recipient:

Congratulations! On behalf of the Governor, we are pleased to award your organization financial assistance from the Forest Fire Protection (FFP) Grant Program. We look forward to this opportunity to engage in partnerships throughout the state with organizations such as yours that help keep our citizens and Wisconsin's forest resources safe.

GRANT AWARD ACCEPTANCE

Enclosed is your FFP grant award package. The following is required by your organization in order to accept the grant award:

- ✓ **REVIEW the Categories and Amounts Awarded on the enclosed Grant Agreement**
Your project may not have received full funding for all categories requested on your submitted application. Review the Grant Agreement in detail to confirm the funding level of your FFP grant.
- ✓ **RETURN to the FFP Grant Manager no later than October 15th:**
 - DNR COPY of the Grant Agreement signed by your organization**
Your authorized official must sign and date both copies of the Grant Agreement. Return the DNR COPY to the DNR; the GRANTEE COPY is for your file.
 - Payee Verification Form – Check recipient, Address, and Unique Entity ID (UEI) #**
Use the Payee Verification Form to verify the entity to which your reimbursement check will be made out, the address to which the check will be mailed, and to verify or provide your UEI#.
 - If the State of Wisconsin has information on file for your organization, it will be provided on the Payee Verification Form for your review along with instructions on how to change it if necessary.
 - If one or more pieces of information are missing from your file, the Payee Verification Form has instructions for how to submit your UEI # and/or use a W-9 to submit your check recipient and check address.
 - W-9 Taxpayer Identification Number (TIN) Verification Form (if necessary)**
This form is included in your award package **only if** the DNR does **not** have payment information for your organization on file. Follow the instructions for completion.

GRANT AGREEMENT KEY ELEMENTS

You are responsible for reading the entire Grant Agreement before accepting this award. Several key elements of the Grant Agreement are listed below. The FFP Grant Award Checklist is enclosed to assist with grant requirements and deadlines.

- **FFP Grant Period: October 1, 2024 – April 15, 2025**
As soon as you return your signed Grant Agreement to the DNR, you may begin your project. All grant items must be purchased, received, and paid for during the grant period; all services must be rendered within the grant period. Activity outside of the grant period will NOT be eligible for reimbursement.
- **The reimbursement request deadline of April 15, 2025, will be strictly enforced. There will be NO EXTENSIONS. All reimbursement request forms and invoices must be submitted or have postmark date of April 15, 2025.**
- **FFP Grant Program information on the DNR website:**
<http://dnr.wi.gov/aid/forestfireprotection.html>

All FFP grant program guidance, forms, and reimbursement information can be found on this webpage. FFP Grant Procedures are posted under the tab titled: Awards/Payments.

As with all publicly funded projects, you may be contacted by the Office of the Governor or your state Legislator regarding the issuance of a press release to publicize the grant award.

If you have any questions or need assistance accessing grant materials, please contact:
Sandy Flesher, FFP Grant Manager, (608) 720-0122.

Sincerely,

Sandy Flesher

FOR
Jim Ritchie, Director
Bureau of Community Financial Assistance

**NOTEWORTHY NEWS FOR OVERALL FUNDING OF WISCONSIN FFP GRANTS**

Based on this grant cycle's funding priorities and the amount of grant funds available, it was possible to fund all eligible applicant requests for:

- Personal Protective Equipment
- Training
- Prevention
- Suppression Tools/Equipment

NOTE, the Communication Equipment Category was only partially funded. Be sure to review your award to confirm whether your department received funding in this category.

NO funding was available for:

- Dry Hydrant Installation costs
- Mapping
- Off-Road Vehicle Category

State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921
 Madison, WI 53707-7921

Forest Fire Protection Grant Program
 Grant Agreement
 Form 4300-119A Rev. 9/2024

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Grantee Ashland Fire Department	Grant Number FFP-25S-011
Period of Grant Agreement October 1, 2024 – April 15, 2025	Program Name Forest Fire Protection Grant Program
Funding Source(s) WI State Forestry SEG State ID# 370.563	

GRANT PROJECT DETAIL BY CATEGORY	
Personal Protective Equipment (PPE):	\$4,428.60
Training:	\$0.00
Prevention:	\$0.00
Tools/Equipment:	\$1,075.90
Communication Equipment (Partially Funded):	\$0.00
Dry Hydrant Installation (Not Funded):	\$0.00
Mapping (Not Funded):	\$0.00
Off-Road Vehicles (Not Funded):	\$0.00
Project Total	\$5,504.50
x Grant Share	x 50%
TOTAL FFP GRANT FUNDING Not to exceed \$10,000 for fire departments or \$25,000 for county/area associations of fire departments	\$2,752.25
Ineligible Items: \$ Miscategorizations: Other Application Changes: LAKELAND DUAL CERT PANTS 3XL COST LIMITED TO \$350. EA, (\$175 GRANT FUNDS)	

State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Forest Fire Protection Grant Program
Grant Agreement
Form 4300-119A Rev. 9/2024

Grantee: Ashland Fire Department
Grant #: FFP-25S-011
Grant Amount: \$ **2,752.25**

The following documents are hereby incorporated into and made part of this agreement:

1. Chapter NR 47, subchapters I and VIII, Wis. Adm. Code
2. s. 26.145, Wisconsin Statutes
3. DNR Forest Fire Protection Grant Application (Form 4300-119)
4. DNR Forest Fire Protection Grant Terms and Conditions (Form 4300-119B) and attachments

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary
By

Sandy Flesher
For

Date: September 30, 2024

Jim Ritchie, Director
Bureau of Community Financial Assistance

ACCEPTANCE

The person(s) signing for the Grantee has read and understands the FFP Terms and Conditions (Form 4300-119B) and represents both personally and as an agent of her/his principal that s/he is authorized to execute this agreement and bind her/his principal, either by a duly adopted resolution or otherwise.

Grantee: **Ashland Fire Department**

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Please keep this copy of your grant agreement and all other grant documentation for 3 years.

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, June 11, 2024 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, June 11, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:35 p.m.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Jim Gregoire, Charlie Ortman, Nancy Sztynodor

EXCUSED: Andy Goyke

ALSO PRESENT: Mayor Matthew Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Steven Wiley, Police Chief Bill Hagstrom, Fire Chief Stuart Matthias, Marina Manager Scott Stegmann, Utility Supervisor Brian Ledin, and other interested citizens.

2. **Approval of Agenda**

A motion by Jackson and seconded by Sztynodor to approve the agenda passed unanimously by voice vote.

3. **Council President's Report**

Ortman recommended a conversation in the future regarding air B&Bs and how they negatively affect local housing.

4. **Administrator's Report**

Kucera noted there were 33 citizens who volunteered during the recent Earth Day Clean Up Challenge, including the Cub Scouts and some City staff. He also offered his appreciation to Bill Bailey of Xcel Energy for contacting the State regarding the EV charging stations in Ashland and Bayfield counties.

5. **Committee Updates**

Library Board - Jackson: The engineers will be doing a walk through the library next week in anticipation of the renovations.

Plan Commission - Tochtermann: Discussed the CUP that was approved at the last Council meeting.

Sustainability Committee - Ortman: The group plan to talk about the following in the near future: ecomunicipality, dark sky initiative, 25x25 plan, Source Water Protection plan, solar power at the Wastewater Treatment plant, rain barrels, storm water runoff and rain gardens.

No other committees offered reports.

6. **DISCUSSION ITEMS**

A. **Discussion and Possible Action to Allow the Fire Department to Apply for a Forest Fire Protection Grant** *(Fire Chief)*

Chief Matthias introduced the item and answered questions from Council. A motion by Jackson, seconded by Seefeldt to approve to submit the application was approved unanimously by voice vote.

B. **Discussion and Possible Action Regarding the Water Intake Project** *(Councilor Ortman)*

Butler introduced the item and answered questions from Council. No action was requested at this time.

C. **Discussion and Possible Action with Recommendation to Amend Chapter 922 Regarding Act 73 Class C Alcohol Beverage Licensure Changes** *(Clerk)*

Oliphant introduced the item and answered questions from Council. Council agreed to having a proposed ordinance amendment return for review at the next Committee of the Whole meeting.

D. **Discussion and Possible Action Regarding Proposed Amendments to the Harbor Commission** *(Mayor)*

Mac Kenzie explained the need review the City's Ordinance to better spell out what the Harbor Commission is expected to oversee regarding the Marina and waterfront properties. This will come back to the Committee of the Whole for further discussion.

7. **Items for Future Discussion**

Jackson - Requested to discuss the issues made known at the Artesian well.

Mac Kenzie - Requested to discuss the increased enforcement of property maintenance during the summer.

Mac Kenzie - Vehicles which are purposely loud in the City.

Ortman - Discuss the shortage of housing for the low income population.

Mac Kenzie - The potential for requiring permits for empty housing.

Mac Kenzie - Requiring retail establishments on the lower floors of buildings on Main Street.

8. **Adjournment**

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2024-227

COUNCIL AGENDA: 7.C.
(10/8/2024)

SUBJECT: *Approve a Resolution for the Wisconsin Department of Natural Resources Urban Forestry Grant for the Continuation of the City of Ashland Emerald Ash Borer Readiness Plan for Tree Removal and Replanting (*Parks*) Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Approved Unanimously by Committee of the Whole, September 24, 2024

EXHIBITS: 1. Proposed Resolution No. 17798

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH CHAPTER 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

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.

RESOLUTION NO. 17798

RESOLUTION FOR WICONSINSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM

WHEREAS, the applicant, City of Ashland , is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of Ashland, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Sara Hudson, Parks and Recreation Director/City Forester, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Adopted this 8th day of October, 2024.

ATTEST:

Charlie Ortman, Council President

Denise Oliphant, City Clerk

Matt Mac Kenzie, Mayor

Approve as to Form:

Tyler W. Wickman, City Attorney

I hereby certify that the foregoing resolution was duly adopted by the City of Ashland Common Council at a legal meeting on the 8th day of October, 2024

Authorized Signature

Title

Date Certified

Ref: 2024-223

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

SUBJECT: Consider a Resolution Providing for the Sale of Approximately \$4,340,000 General Obligation Promissory Notes to Fund Library Projects (*Administration*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administrator

EXHIBITS:

1. Proposed Resolution No. 17797
2. Ehlers Pre-Sale Report for the City of Ashland WI \$4,340,000 GO Notes - REVISED

EXPENDITURES REQUIRED: Authorizing general obligation notes up to \$4,340,000 for Library Projects

AMOUNT BUDGETED: -0-

APPROPRIATION REQUIRED: Authorizing general obligation notes up to \$4,340,000 for Library Projects

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:

SUMMARY STATEMENT:

The following is a brief history regarding the debt funding portion of Vaughn Public Library renovation project .

- At the October 24, 2023 meeting, Council approved resolution #17744 in support of the renovation project.
- At the November 14, 2023 meeting, Council approved resolution #17748 for the authorization to issue \$4,340,000 of general obligation bonds for the renovation project.
- On December 15, 2023 eligible Electors of the City of Ashland successfully petitioned to require a referendum to issue the bonds for the renovation project.
- At the January 9, 2024 meeting, Council approved the referendum question to be placed on the April 2, 2024 spring election ballot by a vote of 6-1.
- City of Ashland Electors approved the referendum to issue the bonds for the renovation project on April 2, 2024 with 1067 voting Yes and 929 voting No.

Effective March 23, 2024, municipalities may issue notes for up to a 20-year term. Previously, it was up to a 10-year term. Bonds have always been up to a 20-year term. The advantage of issuing notes rather than bonds is if the debt issue proceeds are not 100% spent on the renovation project, the Council has the authority to re-direct the capital project use of the remaining proceeds rather than using the remaining proceeds for future debt service payments as required by bond issues.

Sean Lentz from Ehlers, the City's financial advisors, will present a pre-sale report and answer any additional questions you may have.

RESOLUTION NO. 17797

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$4,340,000 GENERAL OBLIGATION PROMISSORY NOTES TO FUND LIBRARY PROJECTS

WHEREAS, the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") is presently in need of an amount of approximately \$4,340,000 for public purposes, including paying the cost of library projects (the "Project");

WHEREAS, on November 14, 2023, the Common Council adopted an Initial Resolution approving the issuance of general obligation bonds to pay the cost of the Project and subsequently electors numbering more than 10% of the votes cast for governor in the City at the last general election filed a petition requesting a referendum on the Initial Resolution;

WHEREAS, on April 2, 2024 the electors approved a referendum on the Initial Resolution; and

WHEREAS, the Common Council now finds it in the best interest of the City to issue general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes rather than general obligation bonds to finance the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes in the approximate amount of \$4,340,000 (the "Notes") for the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this Resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$4,340,000.

Adopted, approved and recorded October 8, 2024.

Matthew MacKenzie
Mayor

ATTEST:

Denise Oliphant,
City Clerk

(SEAL)

October 8, 2024

PRE-SALE REPORT FOR

City of Ashland, Wisconsin

\$4,340,000 General Obligation Promissory Notes, Series 2024A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Sean Lentz, Senior Municipal Advisor
Josh Low, Associate Municipal Advisor
Brian Reilly, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$4,340,000 General Obligation Promissory Notes, Series 2024A

Purposes:

The proposed issue includes financing for the following purposes:

- Finance City Library Project (\$4,340,000). Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute:

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be \$15,889,056, which is 51% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$15.4 million.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on November 1 in the years 2025 through 2044. Interest will be due every six months beginning November 1, 2025.

The Notes will be subject to prepayment at the discretion of the City on November 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is "A+". The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

For this issue of Notes, any premium amount received that is in excess of the underwriting discount must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the

successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: S&P Global Ratings (S&P)

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	October 8, 2024
Conference with Rating Agency:	October 16, 2024
Due Diligence Call to Review Official Statement:	Week of October 21, 2024
Distribute Official Statement:	Week of October 21, 2024
City Council Meeting to Award Sale of the Notes:	October 29, 2024
Estimated Closing Date:	November 19, 2024

Attachments

Estimated Proposed Debt Service Schedule and Sources and Uses of Funds
 Projected General Obligation Borrowing Capacity (Chart)
 Projected General Fund Debt Levy (Chart)

EHLERS' CONTACTS

Sean Lentz, Senior Municipal Advisor	(651) 697-8509
Josh Low, Associate Municipal Advisor	(651) 697-8596
Brian Reilly, Senior Municipal Advisor	(651) 697-8541
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Beth Mueller, Senior Financial Analyst	(651) 697-8553

City of Ashland, WI

Estimated Debt Service and Capitalization Schedules

\$4,340,000 General Obligation Promissory Notes, Series 2024A

Year	Principal	Rate	Interest	Total P&I
2024				
2025	200,000	3.60%	188,533	388,533
2026	80,000	3.55%	178,750	258,750
2027	130,000	3.45%	175,910	305,910
2028	175,000	3.45%	171,425	346,425
2029	195,000	3.45%	165,388	360,388
2030	180,000	3.45%	158,660	338,660
2031	185,000	3.45%	152,450	337,450
2032	190,000	3.50%	146,068	336,068
2033	195,000	3.60%	139,418	334,418
2034	205,000	3.70%	132,398	337,398
2035	215,000	3.75%	124,813	339,813
2036	220,000	4.15%	116,750	336,750
2037	230,000	4.35%	107,620	337,620
2038	240,000	4.50%	97,615	337,615
2039	270,000	4.75%	86,815	356,815
2040	280,000	4.90%	73,990	353,990
2041	280,000	5.05%	60,270	340,270
2042	290,000	5.20%	46,130	336,130
2043	270,000	5.30%	31,050	301,050
2044	310,000	5.40%	8,370	318,370
Totals	\$4,340,000		\$2,362,420	\$6,702,420

Issue Summary	
<u>Key Dates</u>	
Dated Date:	11/26/2024
First Interest Payment:	12/1/2025
First Principal Payment:	12/1/2025
<u>Projected Interest Rates</u>	
Assuming Current G.O. Non-BQ "A+" Market Rates + 50 bps	
True Interest Cost (TIC):	4.70%
All Inclusive Cost (AIC):	4.92%
<u>Sources and Uses</u>	
Sources	Total
Par Amount of Notes	4,340,000
Total Sources	\$4,340,000
Uses	
Underwriter's Discount (1.250%)	15,000
Costs of Issuance	82,400
Deposit to Construction Fund	4,200,000
Rounding Amount	3,350
Total Uses	\$4,300,750

Exhibit 2
General Obligation Borrowing Capacity

For Discussion Only

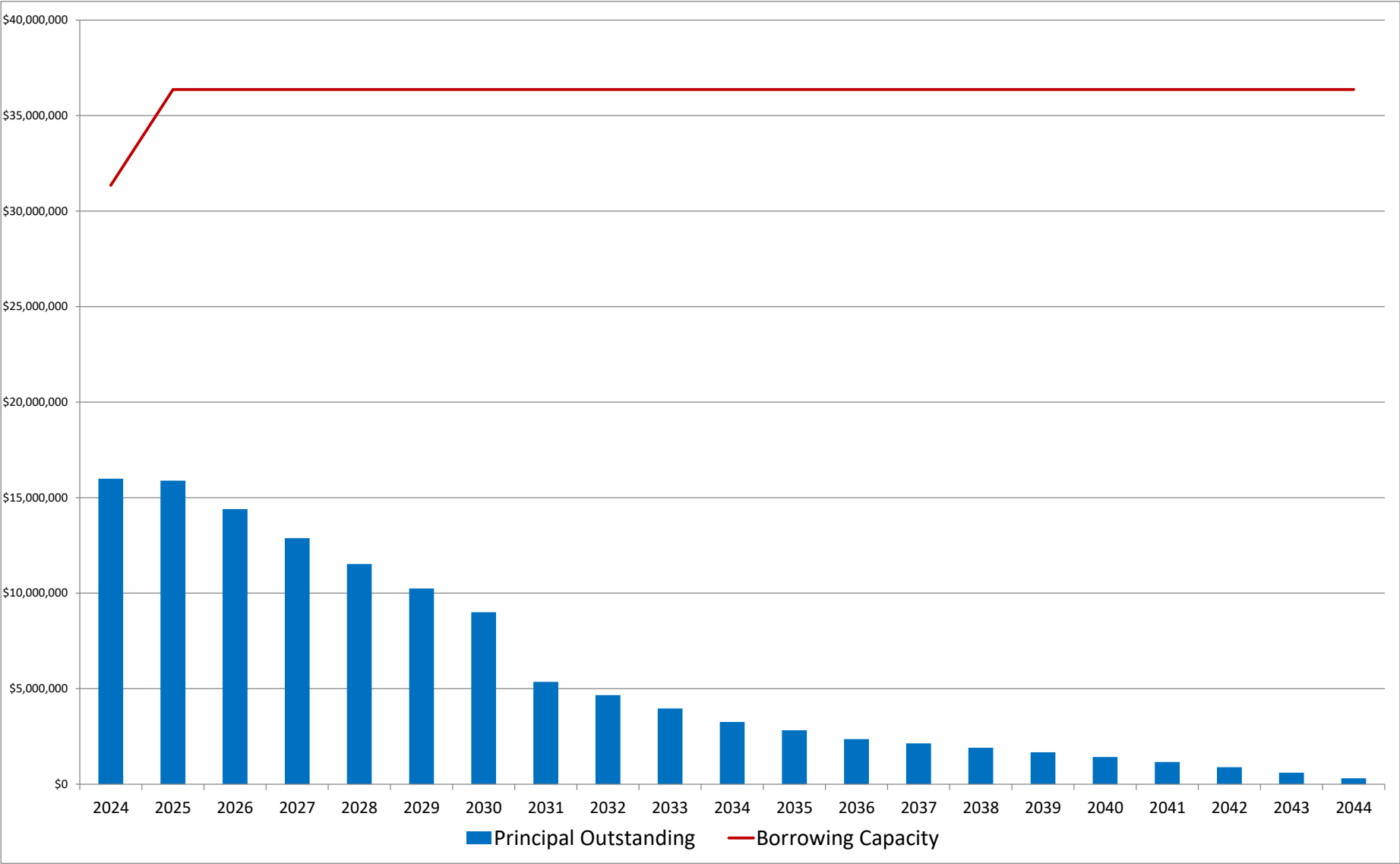


Exhibit 3

Projected General Fund Debt Levy with Future CIP Issues

For Discussion Only

