



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, April 15, 2025 Ashland Committee of the Whole Meeting Agenda

1. **Roll Call**
2. **Approval of Agenda**
3. **Council President's Report**
4. **Discussion and Possible Action Items**
 - A. **Splash Pad MOU between Ashland Rotary and the City of Ashland (*Public Works*)**
 - B. **Proposed Special Assessments Policy for 2025 Street Construction (*Mayor*)**
5. **Items for Future Discussion**
6. **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.

SUBJECT: Splash Pad MOU between Ashland Rotary and the City of Ashland (*Public Works*)

RECOMMENDATION: TBD

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator

EXHIBITS: 1. ROTARY CLUB OF ASHLAND WI INC-
SPLASH PAD AGREEMENT - approved 5-30-2023

COMPLIANCE WITH STRATEGIC PLAN: N/A

SUMMARY STATEMENT:

The Public Works Director has been working with the Rotary to determine the direction of the splash pad. Both parties agree that revisions to the Memorandum of Understanding (MOU) currently in place are needed. The City Council would need to approve the revised MOU.

Public Works staff estimated the cost of the public water supply associated with the splash pad as currently designed. These estimates are based on the two-step increase in water rates that was approved by the City in late 2024. This cost has been determined to be infeasible, and both parties have investigated the possibility of a well for water supply.

Public Works staff prefer that the size and scope of the splash pad be reduced such that the cost of public water supply can be reduced to the original estimate of approximately \$10,000 per year.

Rotary prefers to maintain the size and scope of the splash pad and provide the water supply via a well.

The Public Works Director recently met with the Rotary and explained the City's position. Staff would support the project under either option provided that a maintenance gift be provided to the City. Staff would not support the project if a maintenance gift couldn't be provided.

For the public water supply option, staff requested that the Rotary fundraise over a 5-year period to provide a \$9,000 annual contribution. These funds would be used to cover the cost of water service, or at least the majority of it, for the 5-yr start-up period.

For the well option, staff requested that the Rotary provide a one-time contribution of \$20,000. These funds would be invested to provide an annual return to cover some of the cost of electricity, future repairs and Public Works staff time. Public Works staff time for normal operation and maintenance of the splash pad is estimated to be \$2,850 per year. These funds are currently budgeted, but the splash pad represents additional facility maintenance for the Parks Division.

Council discussion on this item is requested so that the Public Works Director may continue communication with the Rotary with the intent of providing a revised MOU at the May 13, 2025 meeting. Rotary members have been invited to participate in the discussion.

Agreement for Construction and Naming Rights for Amenities at the City of Ashland Bayview Park

This agreement is between the following parties; The Rotary Club of Ashland, WI. Inc., a civic corporation organized under the laws of the State of Wisconsin, (referred to as the ROTARY) and the City of Ashland (referred to as CITY) (collectively the PARTIES) is entered into for the purpose of executing a redevelopment project to upgrade and provide new amenities at Bayview Park, (referred to as the PROJECT), 1801 Lakeshore Drive, in the City of Ashland, Ashland County, WI.

WITNESSETH:

WHEREAS the CITY, whose address is City of Ashland, 601 Main St W, Ashland WI 54806 has proposed improvements to Bayview Park per the Comprehensive Outdoor Recreation Plan (CORP) and is interested in actively working with ROTARY in further developing a portion of the CORP as described herein;

WHEREAS the ROTARY, whose address is PO Box 671 Ashland, WI 54806, has expressed a desire to make a donation to the CITY for to fund the PROJECT;

WHEREAS the PARTIES intend to promote and facilitate the implementation of such PROJECT;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the PARTIES hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, CITY and ROTARY do agree as follows:

4. PROJECT to include the construction of a splash pad ~~with benches, picnic tables and a shade structure.~~
2. Design and construction costs of the PROJECT are estimated to be \$326,679. This figure does not include construction contingency, change orders or market conditions at the time of bidding. The estimated breakdown of project costs (including construction, design, engineering, construction administration and contingency is as follows:

General	\$ 29,500
Pavement:	\$ 55,487
Utilities	\$ 21,940
Site Amenities	\$ 168,300
Landscaping	\$ 4,500
Design, Engineering and Professional Construction Administration:	\$ 46,952
Total Construction Cost:	\$326,679

3. Design & Construction Document Development: Estimated Fall/Winter 2022.

CITY shall solicit proposals for design and construction documents for the ROTARY. The CITY shall, using 100% private funding, in concert with ROTARY and within budget constraints obtain professional services to prepare design and construction documents and perform construction administration for the PROJECT. Design and construction documents shall meet CITY standards and specifications. The CITY shall obtain a quote from the vendor providing said professional services for construction administration and shall provide proper notice to the vendor and Rotary that CITY may rely on said quote to contract with the vendor for construction administration services during construction if the project proceeds.

4. Bidding: Estimated Spring/Summer 2023.
The ROTARY will solicit bids for the PROJECT based on design documents developed by CITY. The ROTARY intends to solicit bids in 2023 and shall retain full control over the bid let date and the bid process. After the bids are open, and prior to entering into a contract(s), the PARTIES will meet to review the bid results and the Project Costs. In the event that the Project Costs exceed the funds available, the PARTIES will work cooperatively to identify a strategy for completing the PROJECT. ~~In the event that the Project Costs are more than expected, the PARTIES will work cooperatively to identify a strategy to reduce the financial obligations of the PARTIES.~~
5. Construction: Estimated Summer 2023.
The ROTARY will enter into a contract with the successful bidder for the construction of the PROJECT and shall oversee the construction process with assistance from the CITY. The ROTARY will pay vendor invoices for construction work completed for the PROJECT, including any change orders. The ROTARY will not approve any change orders that would make the total construction cost for the PROJECT exceed \$326,629 without the consent of the CITY.
6. ROTARY shall donate the completed PROJECT. ROTARY shall also provide a gift to the CITY totaling \$10,000 within the first five years of establishment to assist with site maintenance.
7. ROTARY shall receive and manage the donated funds until donated to the CITY.
8. Naming Rights and Signage: The PROJECT will be named in honor of the Ashland Rotary and Vivian Family as further described below. The naming rights shall endure for twenty five (25) years after construction completion. After 25 years the PARTIES will discuss and come to a mutual agreement with details to be determined at that time. Further description of the recognition of the naming rights is as follows:
 - Hanging recognition sign in Bayview Park.
 - Name on splash pad

- City of Ashland webpage with sub-header and text highlighting family history and gift
 - Ashland Rotary Club webpage highlighting family history and gift
 - City of Ashland and Ashland Rotary Club Facebook posts highlighting donation
 - ROTARY press event announcing donation
 - City of Ashland press event/ribbon cutting upon construction completion
9. Monitoring Progress: At least once a month, and more often if needed, the parties will meet either in person or thru teleconference to discuss PROJECT progress until project completion.
 10. Publicity: All publicity shall recognize the ROTARY and CITY.
 11. Termination: The PARTIES may cancel this Agreement upon written notice at any time prior to ROTARY or CITY signing any contracts for professional services or construction.
 12. ROTARY shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of implementing the project under this agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.
- Post construction this project will be owned, maintained and overseen by the City of Ashland.
- Nothing contained within this agreement is intended to be a waiver by the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05.
13. Non Discrimination: Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment for the entirety of the PROJECT.

14. Enforcement: This agreement is entered into with good will and expectation of completion. Any concerns of any party shall be discussed in the meetings per section 9 or at other meetings to be set. If unable to come to agreement the Termination may occur per section 11.

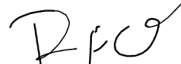
IN WITNESS WHEREOF, CITY and ROTARY by their respective authorized agents, have caused this agreement and its appendices to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

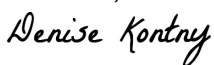
FOR ASHLAND ROTARY CLUB:

Date Signed: 05 / 31 / 2023

05 / 31 / 2023

05 / 31 / 2023

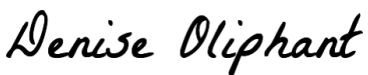

 Dale, Kelm, Club Co-President

 Mark Abeles-Allison, Club Co-President

 Denise Kontny, Club President Elect

FOR THE CITY OF ASHLAND

Date Signed: 05 / 31 / 2023

Date Signed: 05 / 31 / 2023


 Ashland Mayor

 City Clerk

SUBJECT: Proposed Special Assessments Policy for 2025 Street Construction (*Mayor*)

RECOMMENDATION: Provide staff direction on special assessments for 2025 street construction.

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Administrator

EXHIBITS: 1. City of Ashland WI Sidewalk Special Assessment Policy

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: By 2022, City of Ashland residents and businesses with have access to reliable and reasonably priced City water, sewer, stormwater and streets through the development and implementation of a 20-year repair and replacement plan, supported by budget plans on 5-year increments.

SUMMARY STATEMENT:

The Mayor has requested additional discussion regarding special assessments and 2025 Street Construction projects in order to provide direction to staff and communication to residents of the project area.

Council last approved the Sidewalk Special Assessment policy in July 2023 and this policy describes assessments at 50% of the cost for curb ramps, driveway aprons, carriage walks and partial sidewalk replacement as needed. This policy has been implemented on projects in 2021, 2022, 2023 and 2024.

[Chapter 612.30\(h\)\(2\)](#), Ashland City Ordinances describes project elements eligible for special assessment and water service laterals included at 100% of actual cost. A water service lateral consists of piping, valving and fittings necessary to reconnect a new water service to an existing building. A given water service lateral provides no benefit to properties other than the building served by the connection.

Council direction on the use of special assessments for the Chapple Ave Reconstruction Project, Ellis Avenue Pavement Replacement Project and Lower Willis Reconstruction Project is requested.

CITY OF ASHLAND, WISCONSIN SIDEWALK SPECIAL ASSESSMENT POLICY

(Dated: July 25, 2023)

(Referenced by Ordinance No. 530; Adopted May 9, 2006; March 24, 2006)

1.0 PURPOSE

The purpose of this Policy is to assure fair and equitable cost recovery for pedestrian infrastructure improvements and to set forth a methodology determining the amount of the assessment for the improvements and circumstances on a reasonable basis. It is the policy of the City of Ashland that all properties specially benefiting from sidewalk improvements pay a portion of their fair share of the cost of such improvements.

The policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if the assessments derived by imposition of the policies create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 SPECIAL ASSESSMENT PROCEDURES

The Wisconsin Statutes prescribe the general procedures which cities must follow to specially assess property for local improvements. Typical public improvement projects for which Property Assessments are levied include sidewalks and related pedestrian infrastructure elements. Pertinent statute sections include §66.0703 and §66.0907. In accordance with §66.0907, municipalities may impose assessments for the costs of laying, removing, replacing, repairing, and maintaining sidewalks. Charges for sidewalk work are levied under police powers and do not require a showing of benefit to properties charged (*Lisbon Ave. v. Town of Lake*, 134 Wis. 470, 475, 113 N.W. 1099 (1908)).

The City of Ashland adopts, makes a part of this policy by reference, and incorporates the procedures for levying Property Assessments as contained in Wisconsin Statutes §66.0907. Whenever the provisions of this policy are contrary to those contained in §66.0703, §66.0907, or other applicable provisions of the Wisconsin Statutes or administrative regulations, the Wisconsin Statutes or administrative regulations shall control.

All Property Assessments levied in the City of Ashland shall be grounded in the exercise of police powers for the health, safety and welfare of the public.

It is hereby determined that all properties lying within the incorporated boundaries of the City of Ashland receive similar benefit for similar categories of improvements and therefore the rates established for the levy of special assessment shall be applied on a uniform basis throughout the City, for the benefits received, regardless of the location of the improvements and the method of financing. In no case shall the total Property Assessments exceed the total cost of all improvements constructed as part of the annual Capital Improvement Program (CIP).

3.0 ASSESSMENT BASIS

Property Assessments are to be computed and based on a per linear foot of frontage basis (i.e., *front footage* basis), except in the case of residential corner lots.

The front footage of corner lots shall be determined by the side of the lot bearing the street address and front entrance of the home. All corner lots shall receive a 140 ft. *flankage credit* for sideyard sidewalk. The assessment for corner lots shall be limited to the front footage plus any remaining side footage after deducting flankage credit. All residential corner lots receive this 140 ft. flankage credit.

The following examples help to illustrate how corner lots are assessed:

- a) If a large 140' (front) by 150' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 150 ft. total (140' of frontage plus 150' side yard minus the flankage credit of 140') = 150 ft. total).
- b) If a smaller 100' (front) by 140' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 100 ft. total (100' of frontage plus 140' side yard minus the flankage credit of 140') = 100 ft. total). Likewise for a 50' or 75' wide lot.

If a corner lot did not have sidewalk on its frontage OR its frontage sidewalk is all in excellent shape, and the project calls for new sidewalk installation on its flanking side only; then the property would be assessed for only that portion of the flanking side that exceeds the 140 ft. flanking credit. For example,

- c) If a large 100' (front) by 150' (deep) corner lot is to receive a new side yard sidewalk (flanking side) only; then the special assessment would be for 10 feet (150' deep flanking side minus 140' flankage credit).

The flankage credit is determined to be 140 feet based on the fact that the typical Ashland lot is 140 ft. deep. The flanking side of a lot is not intended to be special assessed until the amount of sidewalk installed or replaced on the flank within any 20 year period exceeds 140 lineal feet.

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

Recognizing that it is the policy of the City of Ashland to levy Property Assessments to recover approximately 50% of the cost of constructing sidewalk improvements. The City Council establishes the locations and priorities for sidewalk improvement projects as described in Ordinance 530, *Ordinance to Adopt a Sidewalk Construction, Maintenance, and Use Policy for the City of Ashland*.

The City Council establishes the assessment rates for sidewalk improvements. Annually the Director of Public Works/City Engineer will recommend adjustments in the special assessment rates based on construction costs experienced the previous construction season. This rate will be published in the Comprehensive Fee Schedule, adopted annually by City Council.

All construction shall be in accordance with standards as published in the most recent version of the *City of Ashland Standard Specifications for Sidewalk Construction*, unless otherwise approved in writing from the Director of Public Works/City Engineer.

Assessable project elements and costs to be included in the special assessment computations are described herein:

- a) Sidewalk Removal, Saw Cutting, and other associated demolition costs: Costs for removal, saw cutting, and other associated demolition costs of existing sidewalks is to be included with construction costs.
- b) Grading and Gravel Base: The grading and construction of a gravel base for sidewalk construction will be included with construction costs.
- c) Curb, Gutter, and Pedestrian Handicap Ramps: The construction or replacement of concrete curb and gutter associated with installation of pedestrian ramps and/or adjacent sidewalks will be included in cost computations, and shall be allocated evenly as part of general sidewalk improvement construction costs. This shall include the installation of color-contrasted truncated dome devices for visually impaired pedestrians.
- d) Sidewalk Construction Costs: New sidewalk construction, or complete replacement of existing sidewalk, is to be included in the costs for construction.
- e) Replacement Sidewalk and Repairs to Existing Sidewalk: Spot repairs of existing sidewalk, including grinding, milling, mud-jacking, or individual panel replacement is to be included in the costs for construction.
- f) Tie-in Sidewalks and Driveway Aprons: Sidewalks and driveway aprons that tie-in and connect to the public walkways (carriage and entrance walks) shall be included with construction costs and allocated to the property served by sidewalk and/or driveway apron. General improvements elected by the property owner are not included in the general project costs; and while encouraged by the City, all such improvements and related expenditures shall be independently borne by the property owner.
- g) Boulevard (Terrace) Restoration: For the purpose of this paragraph the word boulevard (terrace) means that area between the back of the curb and the sidewalk, or, in the absence of a sidewalk, the property line.

Boulevard (terrace) restoration, seeding or sodding will be included in the cost calculations. No assessments will be made for replacement of turf located outside the street right-of-way that is required to be replaced to facilitate the matching of the existing yard to the new street construction.

- h) Retaining Walls: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall will therefore be split, with 50% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 50% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of Property Assessments.

- a) Property Assessments shall be for approximately 50% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.
- b) Property Assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.
- c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.
- d) Assessments shall be due in full upon sale or transfer of the property.
- e) The payment of special assessments may be deferred in case of hardship in accordance with the City's Hardship Policy for the Levy of Assessments.

6.0 MISCELLANEOUS PROVISIONS

It is the intention of this section of the policy to clarify special circumstances, which may arise in establishing the benefit to lots as a result of public improvements completed by the City of Ashland.

- a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.
- b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.
- c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.
- d) The City of Ashland's utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).
- e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to Property Assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.

- f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.