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ASHLAND

City of Ashland, Wisconsin
601 Main Street West — Ashland, WI 54806 — www.coawi.org

PLAN COMMISSION MEETING

April 6, 2021 at 6:30PM via Go To Meetings

The meeting can be joined from a computer, tablet or smartphone at https://global.gotomeeting.com/join/164606165. The meeting can also be accessed by phone at 1 877 309 2073 using Access Code: 164-606-165.

AGENDA

1. Call to Order and Roll Call
2. Approval of the Agenda
3. Consent Agenda
   a. Approval of minutes from the February16, 2021 Plan Commission meeting
   b. Approval of minutes from the March 16, 2021 Plan Commission meeting
4. Public Comment (non-agenda items)
5. Action Items:
   a. Public Hearing regarding the proposed amendment of boundaries and project plan for Tax Incremental District No. 10 (See the Public Hearing Notice which was published on March 30, 2021)
   b. Consideration and possible action on "Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 10, City of Ashland, Wisconsin"
   c. Review and recommendation to City Council regarding a Development Agreement with El Tarasco, LLC for redevelopment of the northern portion of the City-owned former Timeless Timber Site
6. Announcement/Reports/Comments/Questions
7. Adjournment

It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Megan McBride at (715) 682-7041.

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, February 16, 2020 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: Matt Mackenzie, John Beirl, Laurie Gregor, Mayor Lewis

Committee Members Absent: Ana Tochterman, David Mettille, Katie Gellatly

Staff Present: Megan McBride

Mayor Lewis opened the meeting at 6:30 p.m.

Agenda

1) Approval of Agenda

Motion to approve the agenda by John Beirl, seconded by Laurie Gregor. Passed unanimously.

2) Consent Agenda

Motion to approve the minutes from the December 1, 2020 Plan Commission meeting by Matt Mackenzie. Seconded by Mayor Lewis. Passed unanimously.

3) Public Comment (non-agenda items)

None.

4) Action Items

a) Review of Timeless Timber commercial redevelopment proposal public input and recommendation regarding Development Agreement

Megan McBride provided a brief overview of the public input received related to the commercial development, which was obtained through direct mailings to 70 surrounding property owners, a digital survey distributed to the broader community, and a newspaper article as well as social media postings to encourage residents to provide their feedback.

Matt Mackenzie expressed support for moving forward with the proposed commercial development. He emphasized that site planning will be particularly important, and that he supports as much investment in sidewalks as possible without creating barriers to the development moving forwards.

Laurie Gregor noted that she has heard some concerns regarding the proposed residential development, but has not really heard concerns related to the commercial development. She expressed support for the project.

Mayor Lewis agreed with Mackenzie that site planning, and particularly inclusion of sidewalks and attention to pedestrian accessibility, will be important for this project.

John Beirl said that he is in favor of both the proposed commercial and residential developments, and feels that a restaurant will fit well in this location. He agreed with the point that sidewalks should be prioritized, and said that the City needs to be fair and consistent with past projects who have been required to install sidewalk along U.S. Highway 2.

Motion to recommend to City Council that the City enter into a Development Agreement with El Tarasco, LLC for commercial redevelopment of the northern portion of the Timeless Timber site as identified in the 2020 Request for Proposals by John Beirl. Seconded by Matt Mackenzie. Passed unanimously.

5) Discussion Items

a) Updates and discussion on Comprehensive Plan implementation project**s**

Megan McBride provided a chart with updates regarding implementation of Comprehensive Plan goals in the meeting packet. The Timeless Timber development and downtown grant programs are 2 significant projects moving forwards, which will further Comp Plan recommendations of careful disposition of City-owned land, and downtown revitalization respectively.

6) Announcements/Reports/Comments/Questions

a) Updates on Tax Incremental District (TID) #10 and Downtown Building Improvement Grant Program

Megan McBride updated the Plan Commission that she has received approval of the financial feasibility of the proposed TID #10 amendments to support a Downtown Building Improvement Grant program by Ehlers, the outside accountants who help provide financial oversight of Ashland's TID's. The Ashland Main Street Board recently approved projects based on pre-established grant criteria, which were openly solicited through a Request for Proposals process open to all Main Street businesses from Stuntz Avenue to 9th Avenue East, as well as nearby commercial uses.

b) Updates on Unified Development Ordinance (UDO) waterfront updates and set date for joint Plan Commission/Sustainability Committee meeting

Megan McBride said that the consultants for the City's waterfront zoning and development code updates would lead a discussion/workshop with the Plan Commission at their March 16, 2021 meeting. The primary focus of the discussion will be around waterfront development uses and zoning districts, and an overview of the public participation website that will be used to gather feedback.

7) Adjournment

Motion to adjourn by Matt Mackenzie. Seconded by Mayor Lewis. Passed unanimously.

Meeting was adjourned at 7:21 pm. Minutes done by Megan McBride.

City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, March 16, 2020 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: Matt Mackenzie, John Beirl, Ana Tochterman, David Mettille, Katie Gellatly, Mayor Lewis

Committee Members Absent: Laurie Gregor

Staff Present: Megan McBride

Guest Presenters: Danya Littlefield, Kristan Sanchez, Ben Block

Mayor Lewis opened the meeting at 6:30 p.m.

Agenda

1) **Approval of Agenda**

> Motion to approve the agenda by John Beirl, seconded by Katie Gellatly. Passed unanimously.

2) **Consent Agenda**

Tabled.

3) **Public Comment (non-agenda items)**

None.

4) **Action Items**

a) Recommendation to City Council regarding submission of a Community Development Investment Grant for redevelopment of 509-515 Main Street West

Megan McBride explained that Wisconsin Economic Development Corporation offers a Community Development Investment (CDI) grant to facilitate public-private partnerships for downtown revitalization projects. The City applies for the grant on behalf of the project, and provides grant administration services to receive funds and act as the pass-through to the developer. The program guidelines recently changed, and can now cover up to 50% of eligible project costs , increased from the 25% limit which previously applied. Due to this change, the City would like a recommendation from the Plan Commission to City Council regarding the resolution to apply for this grant. The project identified and recommended by Planning & Development staff as the City's 2021 grant application is for the 2 buildings located at 509-515 Main St W, which have sat vacant for several years. The buildings will be renovated into 4 first-story commercial storefronts, and ADA accessible office space for rent on the second story.

Motion to recommend approval of Resolution to submit a Community Development Investment Grant to support the private redevelopment of 509-515 Main St W by Matt Mackenzie. Seconded by Ana Tochterman. Passed unanimously.

5) Discussion Items

a) Discussion and workshop with GRAEF consultants regarding waterfront zoning and Unified Development Ordinance text amendments

Consultants from GRAEF, Danya Littlefield, Kristan Sanchez, and Ben Block presented to the Plan Commission about the current work being done to evaluate and update the City's waterfront zoning districts and Unified Development Ordinance (UDO) standards. Key areas being evaluated for revision to better align with the City's Comprehensive Plan, Waterfront Development Plan, and planning best practices include:

- Reducing the overall number of zoning and overlay districts as appropriate;

- Condensing the overall number of zoning use categories in the city to group uses with similar impacts as appropriate;

- Updating landscaping standards to allow and incentivize green infrastructure and other best practices;

- Creating more intentional connections within the ordinance between landscaping and stormwater management standards to promote best practices;

- Rezoning the Oredock Upland area in anticipation of future mixed residential/commercial development; and

- Amending waterfront overlay uses and design standards to ensure future private development aligns with community plans and visions.

Matt Mackenzie expressed concerns about losing specificity in uses by condensing zoning use categories.

Kristan Sanchez explained that they will be looking at uses in terms of type (residential, commercial, industrial) and impacts on surrounding uses. The types of impacts evaluated will include noise, traffic, exterior lighting, odor, and other factors which relate to compatibility and need for neighborhood protections. Once they have organized this information, they will bring recommendations back to the Plan Commission for review and discussion.

GRAEF consultants introduced the Plan Commission to the website established to solicit specific public input regarding waterfront uses and aesthetics. This input will be incorporated into zoning and design standards for waterfront development, and includes an interactive map for residents to post ideas, as well as a Visual Image Survey to assess design preferences. Plan Commission feedback regarding the proposed Visual Image Survey was solicited, with the Plan Commission prioritizing public access, pedestrian-oriented uses, and those which provide additional connection and activation along the waterfront.

6) Announcements/Reports/Comments/Questions

a) Updates on Timeless Timber development process

Megan McBride informed the committee that she and the City Public Works Department will continue working with the developer and Department of Transportation to finalize site access details. This information is needed to finalize a Development Agreement, which will be brought to the Plan Commission to review at their April 6, 2021 meeting.

7) Adjournment

Motion to adjourn by Matt Mackenzie. Seconded by Mayor Lewis. Passed unanimously.

Meeting was adjourned at 8:01 pm. Minutes done by Megan McBride.

RESOLUTION NO. _______

RESOLUTION DESIGNATING PROPOSED AMENDED BOUNDARIES AND APPROVING A PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL DISTRICT NO. 10, CITY OF ASHLAND, WISCONSIN

WHEREAS, the City of Ashland (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 10 (the "District") was created by the City on May 30, 2017 as a blighted area district and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1005(4)(h)2.
b. Amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1005(4)(h)1.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the amendment of the district promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, to the chief executive officers of Ashland County, the Ashland School District, and the Wisconsin Indianhead Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 6, 2021 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Ashland that:

1. It recommends to the City Council that the boundaries of Tax Incremental District No. 1 be amended as designated in Exhibit A of this Resolution.

2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the City Council.

3. Amendment of the Project Plan and Boundaries of the District promotes orderly development in the City.

Passed: April 20, 2021 ________________________________ Councilperson

ATTEST: _________________________________ Denise Oliphant, City Clerk

________________________________ Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler Wickman, City Attorney

EXHIBIT A -

LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 10
CITY OF ASHLAND

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

March 30, 2021

Project Plan Amendment

Tax Incremental District No. 10

City of Ashland, Wisconsin

Organizational Joint Review Board Meeting Held:	Scheduled for April 6, 2021
Public Hearing Held:	Scheduled for April 6, 2021
Approval by Plan Commission:	Scheduled for April 6, 2021
Adoption by Common Council:	Scheduled for April 20, 2021
Approval by the Joint Review Board:	TBD

Table of Contents

SECTION 1:
Executive Summary

Description of District

Tax Incremental District ("TID") No. 10 ("District") is adding 1.22 acres to the original District. The District was created as a blighted area district created on May 30, 2017 and was created to:

- Provide a funding source for the construction of required public infrastructure improvements in order to allow for development and redevelopment to occur within the District.
- The initial project was construction of a new hotel in the City's downtown section with TID No. 10 providing financial assistance to allow the project to proceed and for the new construction to be aesthetically pleasing and harmonious with the City's downtown area.

Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. ("Project").
- Creation of a Downtown Building Improvement Grant Program to be funded by Tax Increment District No. 10 and facilitated by the City of Ashland.

Estimated Total Project Cost Expenditures

The City anticipates making total expenditures of approximately $1,750,000 ("Project Costs") to undertake the projects listed in this Project Plan ("Plan"). Project Costs include development incentives, Downtown Building Improvement Grant funding, and business plan competition funding. Some of the development incentives will occur outside of, but within one-half mile, of the District's boundaries.

Incremental Valuation

The City projects that new land and improvements value of approximately $1,500,000 will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumption's as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs by the end of its total life in 2045.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

   The Downtown Building Improvement Program would not be able to be funded without the assistance of tax increment. TID No. 10 has and will have funds available from the successful development of the hotel project. The Program will assist in stimulating additional development in the downtown area and continue the goal of eliminating blight.

   The substantial investment needed to provide the public infrastructure necessary to allow for development within the District and within a half-mile of the District. Absent the use of tax increment financing, the City is unable to fully fund this program of infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

6. Not less than 50% by area of the real property within the District, as amended, is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1., or was a blighted area at the time the District was created.

7. Based on the foregoing finding, the District remains designated as a blighted area district.

6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.

7. Improvements to be made in the District are likely to significantly enhance the value of substantially all the other real property in the District.

8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.

9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

10. The City estimates that 10% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

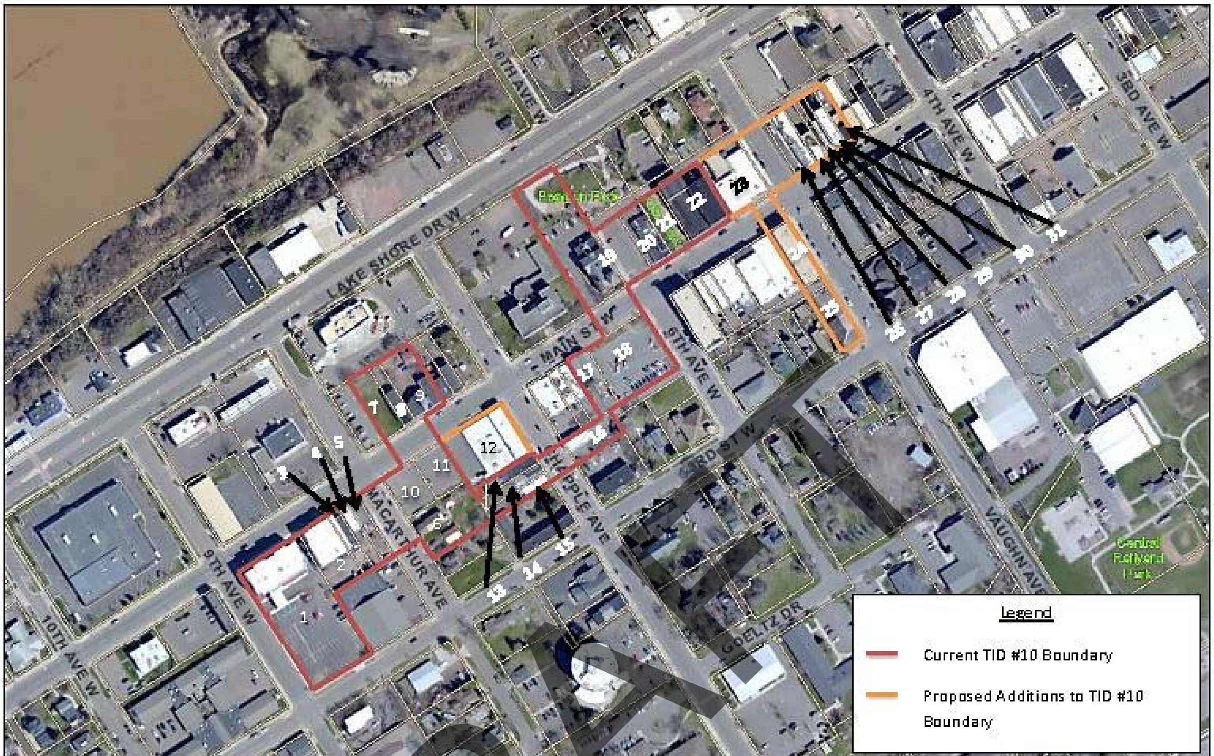
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

SECTION 2:

Preliminary Map of Original District Boundary and Territory to be Added

Map Found on Following Page.

TID #10 Boundary Amendments



Parcels Located within Current and Proposed TID #10 Boundary

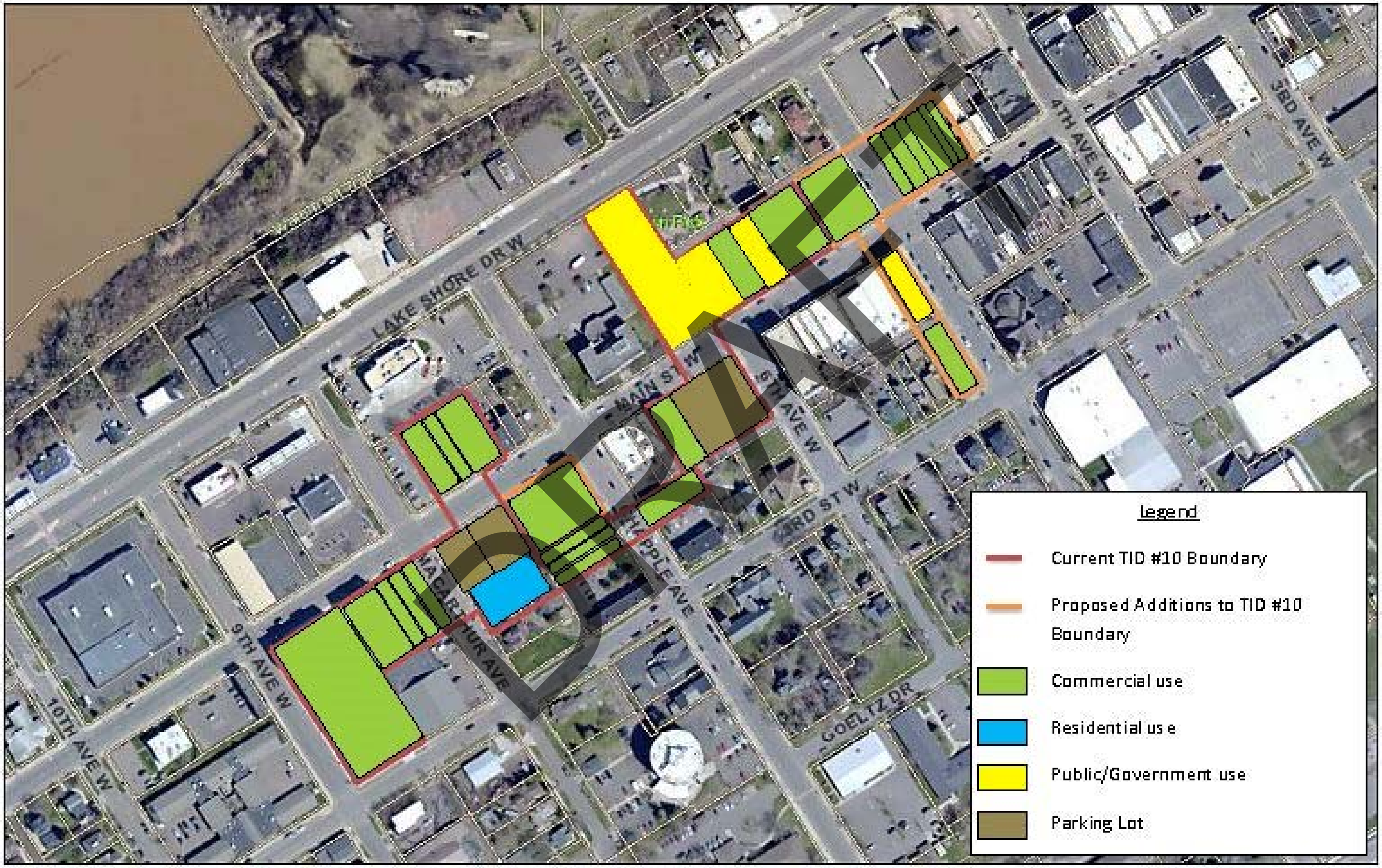
1) 201-00207-0000; 818 Main St W
2) 201-00199-0000; 808 Main St W
3) 201-00198-0000; 806 Main St W
4) 201-00197-0000; 802 Main St W
5) 201-00196-0000; 800 Main St W
6) 201-00706-0000; 210 MacArthur Ave
7) 201-00008-0000; 717 Main St W
8) 201-00009-0000; 715 Main St W
9) 201-00012-0000; 709 Main St W
10) 201-00703-0000
11) 201-00702-1000
12) *201-00701-0000; 700 Main St W
13) 201-00763-0000
14) 201-00762-0000
15) 201-00761-0000; 215 Chapple Ave
16) 201-00754-0000; 212 Chapple Ave
17) 201-04312-0000; 612 Main St W
18) 201-04310-0000
19) 201-04229-0000; 601 Main St W
20) 201-04230-0000; 519 Main St W
21) 201-04231-0000
22) 201-04232-0000; 509-515 Main St W
23) *201-04234-0000; 505 Main St W
24) *201-04300-0000; 502 Main St W
25) *201-04299-0000; 501 3rd St W
26) *201-04241-0000; 421 Main St W
27) *201-04242-0000; 419 Main St W
28) *201-04243-0000; 417B Main St W
29) *201-04244-0000; 417 Main St W
30) *201-04245-0000; 415 Main St W
31) *201-04246-0000; 413 Main St W

*Parcels proposed for inclusion in TID #10 through boundary amendment

SECTION 3:
Map Showing Existing Uses and Conditions Within the Territory to be Added

Map Found on Following Page.

TID #10 Boundary Amendments



SECTION 4:
Preliminary Identification of Parcels to be Added

City of Ashland, Wisconsin
Tax Increment District #10
Base Property Information

Property Information					Assessment Information			
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total
	201-00701-0000	700 Main St. W	Chequamegon Food Cooperative	0.42	49,500	633,800		683,300
	201-04234-0000	505 Main St. W	Donald E. & Patricia I. Moore Trust	0.32	44,600	178,300		222,900
	201-04241-0000	421 Main St. W	Vaughn Avenue Properties, LLC	0.16	21,800	91,700		113,500
	201-04242-0000	419 Main St. W	Guski, Reuben & Vicki	0.00	11,500	66,700		78,200
	201-04243-0000	417B Main St. W	Northwoods Dyeworks, LLC	0.04	5,100	27,000		32,100
	201-04244-0000	417 Main St. W	Lumi Norr Properties, LLC	0.05	6,500	49,100		55,600
	201-04245-0000	415 Main St. W	Porter, Kevin D	0.08	11,500	123,100		134,600
	201-04246-0000	413 Main St. W	Hilltop Enterprises LLC	0.16	23,000	47,400		70,400
			Total Acreage	**1.22**	173,500	1,217,100	0	1,390,600

	Equalized Value					District Classification					District Classification		
Parcel Number	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Blighted	Rehab/ Conservation	Vacant
201-00701-0000	90.30%	54,817	701,883	0	756,700		0.42			0.42	0.42		0.00
201-04234-0000	90.30%	49,391	197,453	0	246,844		0.32			0.32	0.32		0.00
201-04241-0000	90.30%	24,142	101,550	0	125,692		0.16			0.16	0.16		0.00
201-04242-0000	90.30%	12,735	73,865	0	86,600		0.00			0.00	0.00		0.00
201-04243-0000	90.30%	5,648	29,900	0	35,548		0.04			0.04	0.04		0.00
201-04244-0000	90.30%	7,198	54,374	0	61,573		0.05			0.05	0.05		0.00
201-04245-0000	90.30%	12,735	136,323	0	149,059		0.08			0.08	0.08		0.00
201-04246-0000	90.30%	25,471	52,492	0	77,962		0.16			0.16	0.16		0.00
		192,137	1,347,841	0		0	1.223	0	0	1.223	1.223	0	0
						0.00%	100.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%
				Estimated Base Value	**1,539,978**								

The above values are as of January 1, 2020. Actual base value certification of the territory will be based on January 1, 2021 assessed values.

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals $25,365,300. This value is less than the maximum of $56,046,240 in equalized value that is permitted for the City.

City of Ashland, Wisconsin
Tax Increment District #10
Valuation Test Compliance Calculation

District Creation Date	5/30/2017
	Valuation Data Currently Available 2020
Total EV (TID In)	467,052,000
12% Test	56,046,240
Increment of Existing TIDs	
TID #6	11,626,500
TID #9	8,414,400
TID #10	3,933,800
Total Existing Increment	23,974,700
Projected Base of New or Amended District	1,539,978
Less Value of Any Underlying TID Parcels	0
Total Value Subject to 12% Test	25,514,678
Compliance	PASS

SECTION 6:
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The "Statement of Kind, Number and Location of Proposed Public Works and Other Projects" set forth in the original District Project Plan approved on May 30, 2017 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District's Plan or this Plan Amendment.

Property, Right-of-Way and Easement Acquisition

<u>Property Acquisition for Development</u>

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Wis. Stat. § 66.1105(2)(f)1 k.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Community Development Authority (CDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified in the program manual.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The main street infrastructure project is expected to occur within the District and within one-half mile of the District. The Downtown Building Improvement Program and other Development Incentives are also expected to occur on properties within the District and within one-half mile of the District.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

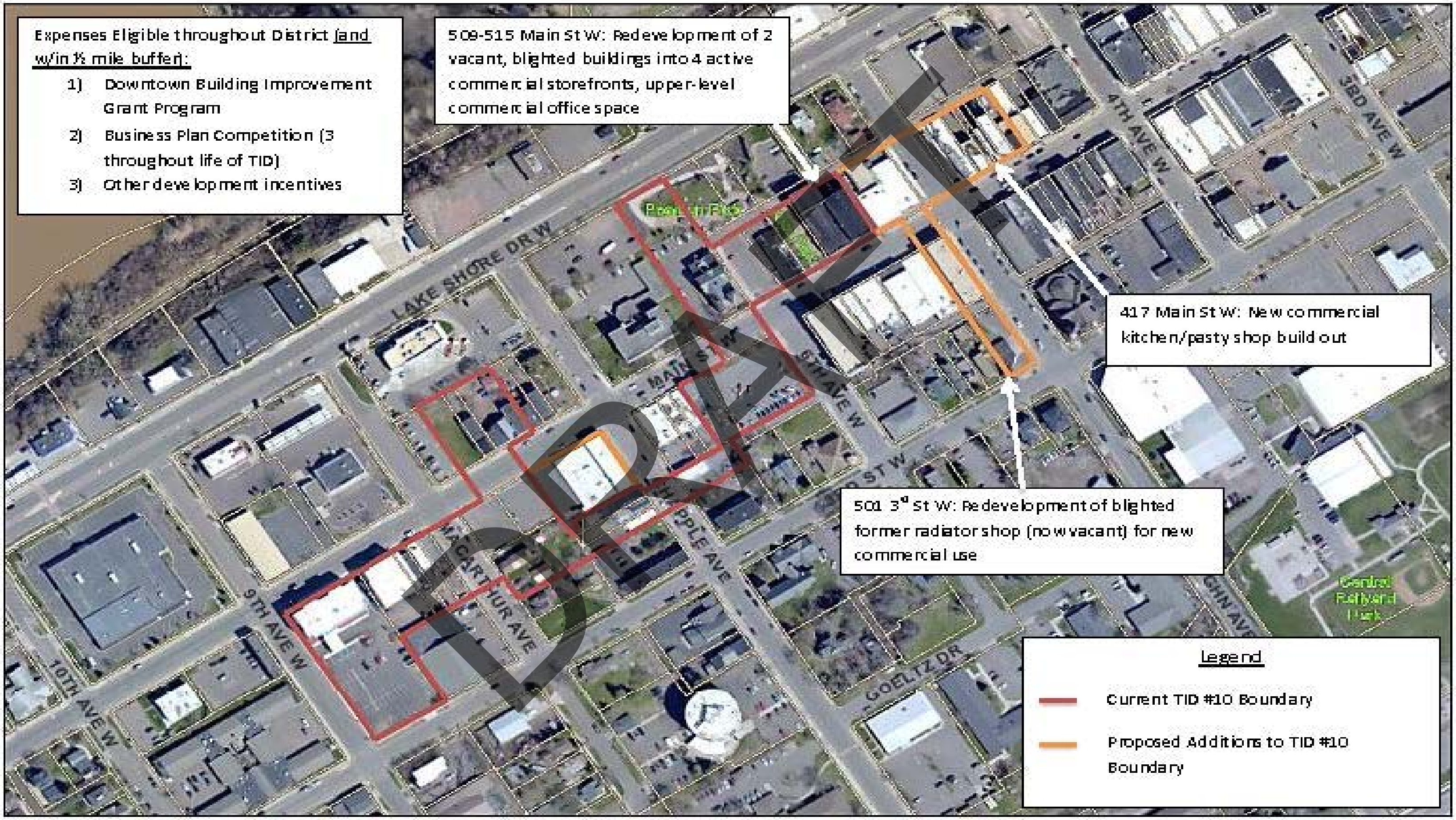
Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:
Map Showing Proposed Improvements and Uses Within the Territory to be Added

Map Found on Following Page.

TID #10 Boundary Amendments



SECTION 8:
Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Ashland, Wisconsin
Tax Increment District #10
Estimated Project List

Project ID	Project Name/Type	Phase I 2021-22	Phase II 2026	Phase III Throughout	Total (Note 1)
1	Downtown Building Improvement Grant Program	350,000			350,000
2	417 Main Street Development Incentive	10,000			10,000
3	501 3rd Street Development Incentive	10,000			10,000
4	509-515 Main Street Development Incentive	50,000			50,000
5	Main Street West Debt		1,000,000		1,000,000
6	Other Development Incentives			300,000	300,000
7	Business Plan Competitions			30,000	30,000
Total Projects		420,000	1,000,000	330,000	1,750,000

Notes:
Note 1 Project costs are estimates and are subject to modification

SECTION 9:
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create $1,500,000 in incremental value by 2031. Estimated valuations and timing for construction of the Project are included in Table 1. Assuming the City's current equalized TID Interim tax rate of $25.09 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate $3,314,845 in incremental tax revenue over the 27-year term of the District as shown in Table 2.

Table 1 – Development Assumptions

City of Ashland, Wisconsin
Tax Increment District #10
Development Assumptions

Construction Year		Actual	509 - 515 Main St. W	Additional Downtown Developmen	Annual Total	Construction Year	
1	2017				0	2017	1
2	2018	4,073,100			4,073,100	2018	2
3	2019	(139,300)			(139,300)	2019	3
4	2020				0	2020	4
5	2021		500,000		500,000	2021	5
6	2022				0	2022	6
7	2023			400,000	400,000	2023	7
8	2024				0	2024	8
9	2025				0	2025	9
10	2026			300,000	300,000	2026	10
11	2027				0	2027	11
12	2028				0	2028	12
13	2029			300,000	300,000	2029	13
14	2030				0	2030	14
15	2031				0	2031	15
16	2032				0	2032	16
17	2033				0	2033	17
18	2034				0	2034	18
19	2035				0	2035	19
20	2036				0	2036	20
21	2037				0	2037	21
22	2038				0	2038	22
23	2039				0	2039	23
24	2040				0	2040	24
25	2041				0	2041	25
26	2042				0	2042	26
27	2043				0	2043	27
	Totals	3,933,800	500,000	1,000,000	5,433,800		

Notes:

Table 2 – Tax Increment Projection Worksheet

City of Ashland, Wisconsin

Tax Increment District #10

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	1,539,978
District Creation Date	May 30, 2017	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2017	Base Tax Rate	$25.09
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Period/Termination	22 — 5/30/2039		

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2017	-	2018	-	-	2019	$25.09	**0**
2	2018	4,073,100	2019	-	4,073,100	2020	$24.38	**99,307**
3	2019	(139,300)	2020	-	3,933,800	2021	$25.09	**98,711**
4	2020	-	2021	-	3,933,800	2022	$25.09	**98,711**
5	2021	500,000	2022	-	4,433,800	2023	$25.09	**111,257**
6	2022	-	2023	-	4,433,800	2024	$25.09	**111,257**
7	2023	400,000	2024	-	4,833,800	2025	$25.09	**121,294**
8	2024	-	2025	-	4,833,800	2026	$25.09	**121,294**
9	2025	-	2026	-	4,833,800	2027	$25.09	**121,294**
10	2026	300,000	2027	-	5,133,800	2028	$25.09	**128,822**
11	2027	-	2028	-	5,133,800	2029	$25.09	**128,822**
12	2028	-	2029	-	5,133,800	2030	$25.09	**128,822**
13	2029	300,000	2030	-	5,433,800	2031	$25.09	**136,350**
14	2030	-	2031	-	5,433,800	2032	$25.09	**136,350**
15	2031	-	2032	-	5,433,800	2033	$25.09	**136,350**
16	2032	-	2033	-	5,433,800	2034	$25.09	**136,350**
17	2033	-	2034	-	5,433,800	2035	$25.09	**136,350**
18	2034	-	2035	-	5,433,800	2036	$25.09	**136,350**
19	2035	-	2036	-	5,433,800	2037	$25.09	**136,350**
20	2036	-	2037	-	5,433,800	2038	$25.09	**136,350**
21	2037	-	2038	-	5,433,800	2039	$25.09	**136,350**
22	2038	-	2039	-	5,433,800	2040	$25.09	**136,350**
23	2039	-	2040	-	5,433,800	2041	$25.09	**136,350**
24	2040	-	2041	-	5,433,800	2042	$25.09	**136,350**
25	2041	-	2042	-	5,433,800	2043	$25.09	**136,350**
26	2042	-	2043	-	5,433,800	2044	$25.09	**136,350**
27	2043	-	2044	-	5,433,800	2045	$25.09	**136,350**
Totals		**5,433,800**		**0**			**Future Value of Increment**	**3,314,845**

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Financing and Implementation

Table 3. provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2045 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 – Financing Plan

City of Ashland, Wisconsin

Tax Increment District #10

Estimated Financing Plan

	State Trust Fund Loan 2021-22	State Trust Fund Loan 2021-22		G.O. Bond 2026	Totals
Projects					
Phase I	350,000	70,000			420,000
Phase II				1,000,000	1,000,000
Total Project Funds	350,000	70,000		1,000,000	1,420,000
Estimated Finance Related Expenses					
Municipal Advisor	7,500	5,000		18,000	
Bond Counsel				10,000	
Rating Agency Fee				12,000	
Paying Agent					
Disclosure Counsel				6,500	
Miscellaneous				1,000	
Underwriter Discount			10.00	10,750	
Capitalized Interest				13,907	
Total Financing Required	357,500	75,000		1,072,157	
Rounding	0	0		2,843	
Net Issue Size	357,500	75,000		1,075,000	1,507,500

Note: Total cost of Main St. project is anticipated to be larger than $1,000,000.
Amounts shown here are what will be attributed to TID 10.

Table 4 – Cash Flow

City of Ashland, Wisconsin

Tax Increment District #10

Cash Flow Projection

	Projected Revenues			Expenditures																	Balances				
				State Trust Fund Loan			State Trust Fund Loan			State Trust Fund Loan			G.O. Bond												
				550,000			357,500			75,000			1,000,000												
				Dated Date: 09/05/18			Dated Date: 06/01/21			Dated Date: 06/01/21			Dated Date: 06/01/28												
Year	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Cap. Int.	Business Plan Competition	Other Development Incentives	Admin.	Total Expenditures	Annual	Advances from General Fund 3%	Cumulative	Principal Outstanding	Year
2017			0																	0	0		0	2,385,000	2017
2018			0																	0	0		0	2,385,000	2018
2019	0		0																	0	0		(9,634)	2,385,000	2019
2020	99,307		99,307	41,900	4.00%	33,573													5,000	80,473	18,835	(289)	8,912	2,343,100	2020
2021	98,711		98,711	55,149	4.00%	20,324													15,000	90,473	8,238	-	17,150	2,287,952	2021
2022	98,711		98,711	57,354	4.00%	18,118	14,851	4.00%	11,244	6,586	4.00%	2,280							5,000	115,434	(16,723)	-	427	2,209,160	2022
2023	111,257		111,257	59,649	4.00%	15,824	12,389	4.00%	13,706	6,230	4.00%	2,637							5,000	115,434	(4,177)	-	(3,750)	2,130,892	2023
2024	111,257		111,257	61,998	4.00%	13,475	12,849	4.00%	13,247	6,472	4.00%	2,394					10,000		5,000	125,434	(14,177)	(112)	(18,039)	2,039,574	2024
2025	121,294		121,294	64,515	4.00%	10,958	13,399	4.00%	12,696	6,738	4.00%	2,128						10,000	5,000	125,434	(4,140)	(541)	(22,720)	1,944,923	2025
2026	121,294		121,294	67,095	4.00%	8,377	13,935	4.00%	12,160	7,007	4.00%	1,859						10,000	5,000	125,434	(4,140)	(682)	(27,541)	1,846,886	2026
2027	121,294		121,294	69,779	4.00%	5,694	14,492	4.00%	11,603	7,287	4.00%	1,579						10,000	5,000	125,434	(4,140)	(826)	(32,507)	1,745,327	2027
2028	128,822		128,822	72,562	4.00%	2,910	15,042	4.00%	11,054	7,575	4.00%	1,291					10,000	10,000	5,000	135,434	(6,612)	(975)	(40,094)	1,630,148	2028
2029	128,822		128,822				15,673	4.00%	10,422	7,882	4.00%	984	10,000	3.00%	48,225	(13,907)		10,000	5,000	94,279	34,543	(1,203)	(6,754)	1,586,593	2029
2030	128,822		128,822				16,300	4.00%	9,795	8,197	4.00%	669	40,000	3.00%	31,350			15,000	5,000	126,311	2,511	(203)	(4,446)	1,507,095	2030
2031	136,350		136,350				16,952	4.00%	9,143	8,525	4.00%	341	45,000	3.00%	30,075			15,000	5,000	130,036	6,314	(133)	1,735	1,421,617	2031
2032	136,350		136,350				17,607	4.00%	8,488				50,000	3.00%	28,650			15,000	5,000	124,745	11,605	-	13,340	1,339,010	2032
2033	136,350		136,350				18,335	4.00%	7,760				55,000	3.00%	27,075		10,000	15,000	5,000	138,170	(1,820)	-	11,520	1,240,675	2033
2034	136,350		136,350				19,068	4.00%	7,027				45,000	3.00%	25,575			15,000	5,000	116,670	19,680	-	31,200	1,161,607	2034
2035	136,350		136,350				19,831	4.00%	6,264				55,000	3.00%	24,075			15,000	5,000	125,170	11,180	-	42,379	1,071,776	2035
2036	136,350		136,350				20,609	4.00%	5,486				60,000	3.00%	22,350			15,000	5,000	128,445	7,905	-	50,284	976,167	2036
2037	136,350		136,350				21,449	4.00%	4,647				60,000	3.00%	20,550			15,000	5,000	126,645	9,705	-	59,989	879,718	2037
2038	136,350		136,350				22,307	4.00%	3,789				60,000	3.00%	18,750			15,000	5,000	124,845	11,505	-	71,494	782,412	2038
2039	136,350		136,350				23,199	4.00%	2,896				65,000	3.00%	16,875			15,000	5,000	127,970	8,380	-	79,874	679,213	2039
2040	136,350		136,350				24,121	4.00%	1,974				65,000	3.00%	14,925			20,000	5,000	131,020	5,330	-	85,204	570,092	2040
2041	136,350		136,350				25,092	4.00%	1,004				65,000	3.00%	12,975			20,000	5,000	129,070	7,280	-	92,484	460,000	2041
2042	136,350		136,350										95,000	3.00%	10,575			20,000	5,000	130,575	5,775	-	98,259	345,000	2042
2043	136,350		136,350										95,000	3.00%	7,725			20,000	5,000	127,725	8,625	-	106,884	230,000	2043
2044	136,350		136,350										100,000	3.00%	4,800			20,000	5,000	129,800	6,550	-	113,434	110,000	2044
2045	136,350		136,350										110,000	3.00%	1,650				5,000	116,650	19,700	-	133,134	0	2045
Total	3,314,845	0	3,314,845	550,000		129,253	357,500		164,405	72,500		16,162	1,075,000		346,200	(13,907)	30,000	300,000	140,000	3,167,112					Total

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

SECTION 11:

Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that 10% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for commercial development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:
Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:
How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

This Plan Amendment promotes the orderly development of the City by eliminating blighted areas, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and creation of housing.

SECTION 15:
List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes the following non-costs:

The Main Street project will benefit TID No. 10 properties and other downtown properties. The portion TID No. 10 will fund benefit properties in TID No. 10 and within one-half mile of TID No. 10.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

INSERT SIGNED LEGAL OPINION

SAMPLE

Mayor
City of Ashland
601 Main St W
Ashland, Wisconsin 54806

RE: Project Plan Amendment for Tax Incremental District No. 10

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Ashland, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Ashland Tax Incremental District No. 10 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

City of Ashland, Wisconsin

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2020	Percentage
Ashland County	2,928,316	26.34%
City of Ashland	4,173,862	37.54%
Ashland School District	3,849,998	34.63%
Wisconsin Indianhead Tech. College	165,945	1.49%
Total	11,118,121	

Revenue Year	Ashland County	City of Ashland	Ashland School District	Wisconsin Indianhead Tech. College	Total	Revenue Year
2019	0	0	0	0	0	2019
2020	26,156	37,281	34,388	1,482	99,307	2020
2021	25,999	37,057	34,182	1,473	98,711	2021
2022	25,999	37,057	34,182	1,473	98,711	2022
2023	29,303	41,767	38,526	1,661	111,257	2023
2024	29,303	41,767	38,526	1,661	111,257	2024
2025	31,947	45,535	42,002	1,810	121,294	2025
2026	31,947	45,535	42,002	1,810	121,294	2026
2027	31,947	45,535	42,002	1,810	121,294	2027
2028	33,929	48,361	44,609	1,923	128,822	2028
2029	33,929	48,361	44,609	1,923	128,822	2029
2030	33,929	48,361	44,609	1,923	128,822	2030
2031	35,912	51,187	47,216	2,035	136,350	2031
2032	35,912	51,187	47,216	2,035	136,350	2032
2033	35,912	51,187	47,216	2,035	136,350	2033
2034	35,912	51,187	47,216	2,035	136,350	2034
2035	35,912	51,187	47,216	2,035	136,350	2035
2036	35,912	51,187	47,216	2,035	136,350	2036
2037	35,912	51,187	47,216	2,035	136,350	2037
2038	35,912	51,187	47,216	2,035	136,350	2038
2039	35,912	51,187	47,216	2,035	136,350	2039
2040	35,912	51,187	47,216	2,035	136,350	2040
2041	35,912	51,187	47,216	2,035	136,350	2041
2042	35,912	51,187	47,216	2,035	136,350	2042
2043	35,912	51,187	47,216	2,035	136,350	2043
2044	35,912	51,187	47,216	2,035	136,350	2044
2045	35,912	51,187	47,216	2,035	136,350	2045
	873,071	1,244,428	1,147,869	49,476	3,314,845	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

DEVELOPMENT AGREEMENT

. THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of __________, at Ashland, Wisconsin, by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, Wisconsin, 54806 ("City") and El Tarasco, LLC, 819 MacArthur Avenue, Ashland, Wisconsin, 54806 (“Developer”).

RECITALS

WHEREAS, the City and El Tarasco, LLC have entered into a contract for the transfer from the City to El Tarasco, LLC of a portion of the land parcel located at 2200 Lakeshore Drive East; more specifically shown and described as Lot 1 in Exhibit 1 attached hereto, to be recorded as a Certified Survey Map at the Office of the Ashland County Register of Deeds as described in this Agreement; and

WHEREAS, Ashland City Council, after considering public input, directed staff to pursue negotiations with the Developer at their February 23, 2021 Committee of the Whole meeting;

WHEREAS, it is to the mutual benefit of the parties that safe access be established by extending the existing center turn lane to 23rd Avenue East, as shown in Exhibit 1; and

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the partners agree as follows:

A. Transfer of Property

1. Transfer Price. The land identified as Lot 1 in Exhibit 1, valued at $331,000 through an appraisal completed in 2019, shall be transferred to the Developer for $0 as the primary development incentive for this project.

2. Idle Sites Grant. The City shall prepare and submit an Idle Sites grant application to Wisconsin Economic Development Corporation on behalf of the Developer to assist with infrastructure costs. The Resolution to apply for this grant was approved by Ashland City Council on March 30, 2021. The City shall retain ownership of the property during construction of eligible infrastructure expenses per the Idle Sites grant requirements. Developer shall provide whatever assistance is necessary to the City to complete and submit the Idle Sites grant.

3. Subdivision of Property. The parcel (#201-03611-0200) shall be subdivided by CSM, with Lot 1 identified on Exhibit 1 transferred to El Tarasco, LLC upon subdivision.

4. Transfer of Property. The City shall transfer Lot 1 to the Developer within 30-days of the close-out of the Idle Sites grant.

5. Pre-Transfer Development. Developer will be permitted to conduct limited development on Lot 1 prior to the transfer of ownership, which shall include installation of the parking area and site-preparation work [Identified in Exhibit 2]. \ Developer expressly agrees that said pre-transfer work is conducted at its own risk and, in the event that the conditions precedent to the property transfer do not occur, the City shall not be liable to Developer for any of its costs, expenses, time, or other damages incurred as a result of pre-transfer development.

B. Twenty-Third Avenue East Center Turn Lane

1. **<u>Design and Engineering</u>**. The City shall be responsible for contracting services from a qualified firm for design of the center turn lane in conformance with all applicable local, state and federal regulations. The completed plans shall be provided to the Developer upon completion.

2. **<u>Construction</u>**. The Developer shall be responsible for all costs associated with construction of the center turn lane to access Twenty-Third Avenue East per the plans and specifications provided by the City.

3. **<u>WisDOT permits</u>**. The Developer shall apply for and obtain all required Wis DOT permits

C. Plans and Permits

1. **<u>Development of plans and specifications</u>**. Except as provided herein, El Tarasco, LLC shall submit all information, drawings, elevations, plans, specifications, and other documents and information, and all other matters required by the City for approval of the plans and specifications for the projects described in Sections A, B, and C of this Agreement (the "projects") in accordance with the normal practices and procedures of the City. El Tarasco, LLC agrees to pay all standard development, license, permit, and other fees for the improvements as provided for in the City's Comprehensive Fee schedule and as required by the State of Wisconsin, and will not seek reimbursement from the City for the cost thereof, except as may otherwise be specifically provided herein.

2. **<u>Compliance with codes, plans and specifications</u>**. All construction shall be in compliance with: (a) all applicable municipal ordinances of the City; (b) all other applicable laws, ordinances, regulations and requirements; and (c) all provisions of the plans and specifications relating to the projects.

3. **<u>Site work</u>**. El Tarasco, LLC shall comply with all grading, erosion, and soil control requirements affecting the property in accordance with all applicable federal, state, county and City regulations, guidelines, specifications, laws, ordinances, and permits.

4. **<u>Permit copies</u>**. El Tarasco, LLC shall provide and submit to the City, valid copies of any and all governmental agency permits relating to the projects, issued by any agency other than the City.

5. **<u>As Builts</u>**. El Tarasco, LLC will provide, no later than 4 months after substantial completion, a complete set of as-built drawings, both as hard copy and in a digital DWG format, with reference to Ashland County coordinates.

D. Indemnification

El Tarasco, LLC will indemnify and hold harmless the City, its governing body members, officers, agents, including independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "City Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any duty or warranty by El Tarasco, LLC under this Agreement or in relation to any activities authorized by this Agreement; provided that the foregoing indemnification shall not be effective for any negligent acts of the City Indemnified Parties. Except for any misrepresentation or any willful misconduct of the City Indemnified Parties, El Tarasco, LLC will protect and defend the City Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of El Tarasco, LLC (or other persons acting on its behalf or under its direction or control) under this Agreement or in relation to any activities authorized by this Agreement.

The City will indemnify and hold harmless El Tarasco, LLC, its officers, agents, including independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "El Tarasco, LLC Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any duty or warranty by the City under this Agreement or in relation to any activities authorized by this Agreement; provided that the foregoing indemnification shall not be effective for any negligent acts of the El Tarasco, LLC Indemnified Parties. Except for any misrepresentation or any willful-misconduct of the El Tarasco, LLC Indemnified Parties, the City will protect and defend the El Tarasco, LLC Indemnified Parties from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the City (or other persons acting on its behalf or under its direction or control) under this Agreement or in relation to any activities authorized by this Agreement.

E. Default/Remedies

<u>Event of Default</u>

An Event of Default is any of the following:

1. The failure by El Tarasco, LLC to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed when and as required under this Agreement, in either case within thirty (30) days after written notice to El Tarasco of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if El Tarasco, LLC commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default;

2. The failure by the City to observe or perform other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within thirty (30) days after written notice to the City of such failure, provided that if such matter is not a monetary default and cannot be cured within such thirty (30) day period but if the City commences to cure such matter within the thirty (30) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed at the earliest reasonable date, then the event will not be an Event of Default; or

3. El Tarasco LLC becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

Remedies on Default. Whenever an Event of Default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

1. The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement. The non-defaulting party shall have the right to take over the work of the defaulting party so that the relevant work may be completed at the cost of the defaulting party;

2. Any other remedy allowed at law or in equity or by statute.

No Remedy Exclusive. No remedy or right conferred upon or reserved to the parties in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

No Implied Waiver. In the event any covenant contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

F. Assignment

No assignment of any rights or obligations under this Agreement shall be made without the written consent of the other party.

G. Amendments

The City and El Tarasco, LLC may only amend or modify this Agreement by written agreement duly authorized and signed by the City and El Tarasco, LLC.

H. Condition Precedent for Effectiveness of Agreement

This Agreement is only effective if the parties close on the sale by the City and the purchase by El Tarasco, LLC of Lot 1 as shown in Exhibit 1, and shall be null and void if no such sale occurs, except for the pre-transfer development conditions stated in Paragraph A.5..

I. Non-Development

A. Initial Development. The Parties agree that the City has agreed to sell Lot 1 to Developer for zero dollars with the intent that the northern-portion of Lot 1 is developed according to plan submitted by the developer in their RFP response. If the development of Lot 1 is not substantially complete according to

[PLANS SUBMITTED] within eighteen months after the transfer of Lot 1 to the Developer, the Developer shall transfer Lot 1 back to the City at no additional cost to the City. In such event, the City shall not be responsible for any costs, expenses, damages, time, or other damages incurred as a result of Developer's failure to complete the development. The City will grant Developer an additional 12-months to complete the development if the Developer shows good cause for why the development was not completed within 18 months.

B. Future Development. The Developer intends to conduct additional development on the southern portion of Lot 1 [IDENTIFIED IN MAP] within five (5) years from obtaining title to Lot 1. If the Developer fails to take substantial steps toward development of said southern portion of Lot 1 within five (5) years of taking title to the property, said [SOUTHERN PORTION] shall be transferred back to the City at no additional cost to the City. In such event, the City shall not be responsible for any costs, expenses, damages, time, or other damages incurred as a result of Developer's failure to complete the development.

J. Additional Provisions

Conflicts of Interest. No member of the, governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, or the projects, or any contract, agreement, or other transaction contemplated to occur or be undertaken hereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of El Tarasco, LLC to obtain all necessary approvals, licenses, and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the plans and specifications, or any part thereof of the projects, or to impose any limitations, restrictions, and requirements on the development, construction, and/or use of the projects as a condition of any such approval, license, or permit; including, without limitation, requiring any and all other development and similar agreements.

Headings. Descriptive heading are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:	City of Ashland 601 Main St W Ashland, WI 54806 Attn: Ashland City Administrator
Copy to:	City of Ashland 601 Main St W Ashland, WI 54806 Attn: Planning & Development Director

To El Tarasco, LLC: Jose Alvarez
819 MacArthur Ave
Ashland, WI 54806

Copy to: C&S Design
2023 6th St W
Ashland, WI 54806
Attn: Amber Ericksen

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery.

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Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between El Tarasco, LLC and the City with respect to the matters set forth herein.

Governing Law and Venue. This Agreement shall be construed in accordance with the law of the State of Wisconsin. The venue for any dispute which cannot be amicably resolved shall be the Circuit Court for Ashland County, Wisconsin.

Cooperation. The City and El Tarasco, LLC agree to cooperate in the reasonable prosecution of applications made by any party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions and projects contemplated by this Agreement. The City and El Tarasco, LLC each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Approved: April 20, 2021

CITY OF ASHLAND

By: Attest:

Exhibit 1


Center turn lane extension
Lot 1
LAKE SHORE DR E
23RD AVE E
TOLL RD
Bay View Park

PROPOSED FOR:

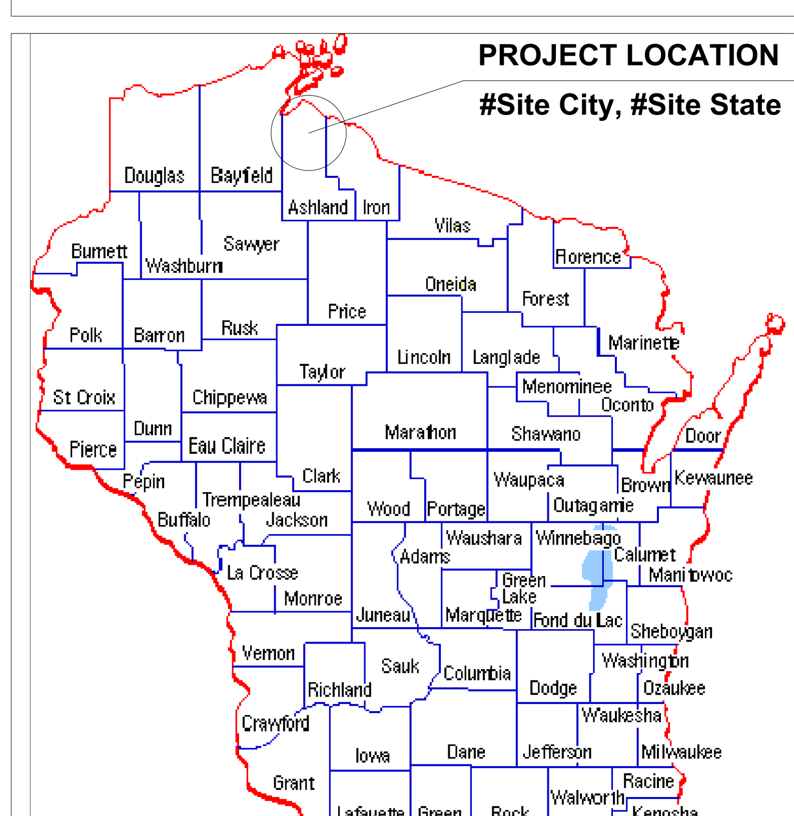
Ashland Area Development

2200 Lake Shore Drive East
Ashland, WI

PROJECT NUMBER: #20-3419

PROJECT LOCATION

#Site City, #Site State



PROJECT TEAM

OWNER:	Jose Alvarez 715-292-2354
ARCHITECT:	C&S DESIGN & ENGINEERING, INC. 803 LAKE SHORE DRIVE WEST ASHLAND, WI 54806 P: 715-682-0330
STRUCTURAL ENGINEER:	C&S DESIGN & ENGINEERING, INC. 803 LAKE SHORE DRIVE WEST ASHLAND, WI 54806 P: 715-682-0330
CONSULTANT:	N/A
PLUMBING DESIGNER:	N/A
HVAC ENGINEER:	N/A
ELECTRICAL ENGINEER:	N/A

SYMBOLS

- KEY NOTE
- ROOF SLOPE & DIRECTION (3/8":12")
- WINDOW TAG
- DOOR TAG
- SLOPE OF SLAB
- INTERIOR ELEVATION TAG
- STEP/ELEVATION CHANGE
- ELEVATION MARKER (T.O. SLAB 106'-0")
- WALL TYPE (SEE PLAN OR LEGEND FOR ADD. INFO)
- ROOF SLOPE
- GRID LINE
- BUILDING ELEVATION
- BUILDING SECTION
- WALL SECTION
- DETAIL/ENLARGED PLAN CALLOUT
- DETAIL CALLOUT

PROJECT DATA

PROJECT NAME:	ASHLAND AREA DEVELOPMENT
PROJECT ADDRESS:	2200 LAKE SHORE DRIVE EAST ASHLAND, WI 54806
OWNER:	CITY OF ASHLAND
PARCEL NUMBERS:	201-03611-0200
LEGAL DESCRIPTION:	LOTS 3 THROUGH 12, BLOCK 49, ASHLAND PROPER & THE SOUTH 62 FEET OF VACATED 4TH STREET WEST ADJACENT TO LOTS 6 AND 7, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN
LAND AREA:	29.27 ACRES
ZONING DISTRICT:	RC - REGIONAL COMMERCIAL GATEWAY OVERLAY
GOVERNING CODES:	2015 INTL BUILDING CODE 2015 INTL ENERGY CONSERVATION CODE 2015 INTL EXISTING BUILDING CODE 2015 INTL FUEL GAS CODE 2015 INTL MECHANICAL CODE ANSI A117.1-2009 ACCESSIBILITY CODE CITY OF ASHLAND UNIFIED DEVELOPMENT ORDINANCE
OCCUPANCY GROUP:	
CONST TYPE:	
BLD GROSS AREA:	
PROJECT NET AREA:	
BLD VOLUME:	
# OF STORIES:	
ALLOWABLE AREA:	
ALLOWED STORIES:	
OCC. SEPARATION:	
REQ SEPARATION:	
SPRINKLERED:	
FIRE ALARM SYS:	
OCCUPANT LOAD:	
EXITS REQ'D:	
EXIT TRAVEL MAX:	
PLUMBING FIXTURES:	
PARKING:	N/A

STRUCTURAL LOADS:

BALANCED SNOW LOAD:	41.6 psf
UNBALANCED SNOW LOAD:	79.7 psf
ROOF LOAD (DESIGN USE):	80 psf
FLOOR LIVE LOAD:	125 psf
WIND LOAD (HORIZONTAL):	21 psf
WIND LOAD (UPLIFT INTERIOR):	20 psf
WIND LOAD (UPLIFT AT EAVES):	28 psf
WIND EXPOSURE:	C FULLY EXPOSED
SNOW EXPOSURE FACTOR Ce:	0.9
SNOW IMPORTANCE FACTOR I:	1.0
THERMAL FACTOR Ct:	1.1
SOIL BEARING CAPACITY:	2,000 PSF (CLAY SAND FILL)
CONCRETE COMP. STRENGTH:	4,000 PSI @ 28 DAYS
REINFORCING STEEL:	60,000 PSI TENSILE (GRADE 60)

GENERAL NOTES

1. THE CONTRACTORS ARE TO KEEP A SET OF STATE APPROVED PLANS AT THE JOB SITE AT ALL TIMES.
2. A PRE-CONSTRUCTION CONFERENCE WILL BE HELD WITH THE CONTRACTORS BEFORE ANY WORK COMMENCES.
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH STATE BUILDING, PLUMBING, ELECTRICAL, AND HVAC CODE CURRENTLY IN EFFECT.
4. ALL STATE & LOCAL BUILDING PERMITS WILL BE OBTAINED BY OWNER & BE POSTED AT JOB SITE BY THE CONTRACTOR, U.N.O.
5. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL CONTRACT DOCUMENTS FOR THEIR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE, OR OTHER COORDINATION QUESTIONS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.
6. THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE DESIGN PROFESSIONAL FROM ANY CLAIM OR SUIT WHATSOEVER ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, THE CONTRACTOR'S PERFORMANCE OR THE FAILURE OF THE CONTRACTOR'S WORK TO CONFORM TO THE DESIGN INTENT OF THE CONTRACT DOCUMENTS.
7. THE WORK UNDER THE CONTRACT SHALL INCLUDE ALL LABOR, MATERIALS, TOOLS, FEES, INSURANCE, TAXES, ETC. FOR GENERAL CONSTRUCTION, INCLUDING MECHANICAL, PLUMBING AND ELECTRICAL CONSTRUCTION, AS APPLICABLE, FOR THE COMPLETE CONSTRUCTION OF THIS PROJECT.
8. ALL PRODUCTS AND MANUFACTURERS OF MATERIALS/FINISHES/ETC PER ARCHITECTURAL DRAWINGS OR SPECIFICATION. SUBSTITUTIONS OF EQUAL QUALITY AND PERFORMANCE PERMITTED AS APPROVED BY DESIGN PROFESSIONAL IN CHARGE.
9. ALL MATERIALS, SUPPLIES, AND EQUIPMENT SHALL BE INSTALLED AS PER MANUF. SPECIFICATIONS AND AS PER LOCAL CODES AND REQUIREMENTS, LOCATED PER PLAN
10. THE CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS AT THE JOB SITE.
11. THE DESIGN PROFESSIONAL WILL NOT HAVE CONTROL OVER, OR CHARGE OF, AND WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, SEQUENCE OR PROCEDURES IN REGARDS TO THE MANNER IN WHICH THE STRUCTURE IS BUILT.
12. ALL PROPERTY LINES ARE ASSUMED UNLESS A CERTIFIED SURVEY MAP HAS BEEN PROVIDED FOR THE PROPERTY.
13. ALL BUILDING SETBACKS ARE MEASURED FROM THE EAVE LINE OF THE BUILDING.
14. THE CONTRACTOR IS TO HAVE ALL THE UTILITY LINES VERIFIED BY THE APPROPRIATE UTILITY LOCATING SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE A LOCATE DONE PRIOR TO BREAKING OF GROUND.
15. THE CONTRACTOR SHALL BE AWARE OF ALL PRIVATE UTILITIES LOCATIONS SUCH AS WATER, SEWER, AND GAS.
16. ALL DAMAGE TO EXISTING DRIVEWAYS, ROADWAYS, STREETS, CONCRETE SIDEWALKS, LAWNS, ETC. MUST BE RESTORED TO THE CONDITION THEY WERE BEFORE CONSTRUCTION COMMENCED.
17. PROVIDE A MINIMUM OF 2% DRAINAGE SLOPE AWAY FROM ENTIRE PERIMETER OF BUILDING FOR THE FIRST 20 FEET, U.N.O.
18. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, & SAFETY OF ERECTING BRACING, SHORING & TEMPORARY SUPPORTS, ETC. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE PRIOR TO THE APPLICATION OF ALL SHEAR WALLS, ROOF SHEATHING, STRUCTURAL ELEMENTS & FINISH MATERIALS.
19. THE GENERAL CONTRACTOR SHALL PERFORM HIGH QUALITY PROFESSIONAL WORK; JOIN MATERIALS TO UNIFORM, ACCURATE FITS SO THAT THEY MEET WITH NEAT, STRAIGHT LINES, FREE OF SMEARS OR OVERLAPS; INSTALL EXPOSED MATERIALS APPROPRIATELY LEVEL, PLUMB AND AT ACCURATE RIGHT ANGLES OR FLUSH WITH ADJOINING MATERIALS. WORK OF EACH TRADE SHALL MEET ALL NATIONAL STANDARDS PUBLISHED BY THAT TRADE, EXCEPT IN THE CASE WHERE THE CONTRACT DOCUMENTS ARE MORE STRINGENT.
20. ALL EXISTING BUILDING DIMENSIONS MUST BE FIELD VERIFIED.
21. WRITTEN DIMENSIONS TO PREVAIL OVER SCALING OF DRAWINGS. CONTRACTOR(S) TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY DESIGNER OF ANY DISCREPANCIES.
22. ALL DIMENSIONS TO FACE OF STUD OR CONCRETE WALLS, U.N.O
23. SEE SITE PLAN FOR NOTES AND DIMENSIONS NOT SHOWN.
24. SEE ELEVATIONS, INTERIOR ELEVATIONS AND FINISH SCHEDULE FOR MATERIALS NOT CALLED OUT.
25. IF APPLICABLE, THE FIRE RATING OF WALLS AND CEILINGS MUST BE MAINTAINED BEHIND ALL INSTALLED FIXTURES (BATH UNITS, VANITIES, CEILING FANS, ELECTRICAL BOXES, EXHAUST FANS, ETC.
26. THE CONTRACTOR SHALL TAKE ABSOLUTE CARE TO PROTECT NEWLY INSTALLED MATERIALS, MILLWORK, BUILT-INS & FINISHES.
27. THE CONTRACTOR SHALL PROVIDE ALL OPERATING AND MAINTENANCE DATA AND ALL MANUFACTURER'S, INSTALLER'S AND APPLICATOR'S GUARANTEES, BONDS, WARRANTIES AND SERVICE INSTRUCTIONS.
28. CONFIRM WINDOW OR DOOR NUMBER WITH MFR. AND SITE CONDITIONS. ALL OPERABLE WINDOWS AND DOORS SHALL HAVE REMOVABLE SCREENS.
29. CONTRACTOR TO VERIFY R.O. REQUIREMENTS FOR WINDOWS & EXTERIOR DOORS WITH WINDOW MANUFACTURER PRIOR TO ORDERING
30. REFERENCE ELEVATIONS AND/OR BUILDING SECTIONS FOR WINDOW OPERATIONS.
31. REFER TO ENGINEERED TRUSS DRAWINGS, IF APPLICABLE, FOR PLACEMENT OF TRUSS COMPONENTS. CONTRACTOR IS TO FIELD VERIFY ALL TRUSS DIMENSIONS BEFORE PRODUCTION OF TRUSSES.
32. ALL GAS PIPING INSTALLATIONS SHALL COMPLY WITH NFPA 54-2015, NATIONAL FUEL GAS CODE.

INDEX TO DRAWINGS

STANDARD ABBREVIATIONS

ABOVE FINISH FLOOR	A.F.F.
ACOUSTICAL CEILING TILE	ACT.
ADDITIONAL	ADD.
ADJUSTABLE	ADJ.
ALIGN WITH BELOW	A.W.B.
ALTERNATE	ALT.
ALUMINUM	ALUM.
AMERICAN DISABILITIES ACT	ADA
APPROXIMATELY	APPROX.
BASEMENT	BSMT.
BEAM	BM.
BELOW	BELW.
BITUMINOUS	BIT.
BLOCK	BLK.
BLOCKING	BLKG.
BOARD	BD.
BOTTOM	BOT.
BOTTOM OF	B.O.
BRICK COURSE	B.C.
BUILDING	BLDG.
BUILT-UP ROOFING	B.U.R.
CARPET	CPT.
CAST-IN-PLACE	C.I.P.
CAST IRON	C.I.
CATCH BASIN	C.B.
CEILING	CLG.
CEMENT	CEM.
CENTER LINE	CL
CERAMIC TILE	C.T.
CLEARANCE	CLR.
CLOSET	CLO.
COLUMN	COL.
CONCRETE	CONC.
CONCRETE MASONRY UNIT	CMU
CONSTRUCTION	CONST.
CONTINUOUS	CONT.
CONTRACTOR	CONTR.
CONTROL JOINT	C.J.
COURSES	CRS.
CUBIC FOOT(AGE)	CF
DETAIL	DET.
DIAMETER	DIA.
DIMENSION	DIM.
DISPENSER	DISP
DOOR	DR
DOWN	DN.
DOWNSPOUT	DS.
DRAWING (S)	DWG. (S)
DRINKING FOUNTAIN	D.F.
EACH	EA.
ELECTRICAL	ELEC.
ELEVATION	ELEV.
ELEVATOR	EL.
ENCLOSURE	ENCL.
EQUAL	EQ.
EQUIPMENT	EQUIP.
EXHAUST	EXH.
EXISTING	EXIST.
EXPANSION	EXP.
EXPANSION JOINT	E.J.
EXPOSED	EXP.
EXTERIOR	EXT.
FACE OF	F.O.
FACE OF CONCRETE	F.O.C.
FACE OF FINISH	F.O.F.
FACE OF MASONRY	F.O.M.
FEET	FT.
FINISH	FIN.
FINISH FLOOR ELEVATION	F.F.E.
FINISH GRADE	F.G.
FINISH SURFACE	F.S.
FIRE EXTINGUISHER	F.E.
FIRE EXTINGUISHER CABINET	F.E.C.
FIRE RATED	FR.
FIXTURE	FIX.
FLASHING	FLASH'G
FLOOR	FLR.
FLOORING	FLR'G
FLOOR PLAN	F.P.
FOOTING	FTG.
FOUNDATION	FDNT.
FLUORESCENT	FLUOR
GALVANIZED	GALV.
GAUGE	GA.
GENERAL CONTRACTOR	G.C.
GLASS	GL.
GYPSUM	GYP.
GYPSUM WALLBOARD	GWB.
HANDICAP ACCESSIBLE	H.C.
HARDWARE	HDW.
HEATER	HTR.
HEATING, VENTING, AND AIR CONDITIONING	HVAC
HEIGHT	HGT.
HIGH POINT	H.P.
HOLLOW CORE	H.C.
HOLLOW METAL	H.M.
HORIZONTAL	HORIZ.
HOUR	HR.
INCANDESCENT	INCAN.
INCH	IN.
INCLUDING	INCL
INSIDE DIAMETER	I.D.
INSULATION	INS.
INTERIOR	INT.
JANITOR	JAN.
JOINT	JT.
JOIST	JST
LAMINATED	LAM.
LAVATORY	LAV.
LEVEL	LVL.
LIGHTING	LTG.
LINE	LN.
LINOLEUM	LINO.
LONG LEG HORIZONTAL	LLH
LONG LEG VERTICAL	LLV
LOW POINT	L.P.
MANUFACTURER	MFR.
MASONRY	MAS.
MASONRY OPENING	M.O.
MATERIAL	MAT.
MAXIMUM	MAX.
MECHANICAL	MECH.
MEMBRANE	MEMB.
METAL	MTL.
MINIMUM	MIN.
MISCELLANEOUS	MISC.
MOUNTED	MTD.
NON-COMBUSTIBLE	NC.
NOT APPLICABLE	N.A.
NOT IN CONTRACT	N.I.C.
NOT TO SCALE	N.T.S.
NUMBER	NO.
OCCUPANT / OCCUPANCY	OCC.
ON CENTER	O.C.
OPENING	OPNG.
OPPOSITE	OPP.
OPPOSITE HAND	O.H.
OUTSIDE DIAMETER	O.D.
OVERFLOW DRAIN	O.F.D.
PAINT	PT.
PAINTED	PTD.
PANEL	PNL.
PARTITION	PTN.
PERFORATED	PERF.
PLASTIC LAMINATE	PLAM.
PLATE	PL.
POLYVINYL CHLORIDE	PVC
POUNDS PER SQUARE INCH	PSI
PRESERVATIVE TREATED	P.T.
PROPERTY	PROP.
QUANTITY	QTY.
QUARRY TILE	Q.T.
RADIUS	R.
REINFORCING	REINF.
REQUIRED	REQ'D.
RESILIENT FLOORING	RSL.
RETURN AIR	R.A.
REVISION	REV.
RISER	R.
ROOF DRAIN	R.D.
ROOM	RM.
ROUGH OPENING	R.O.
RUBBER	RUBR.
SECTION	SEC.
SHEET	SHT.
SIMILAR	SIM.
SOLID CORE	S.C.
SPECIFICATIONS	SPEC.
SQUARE	SQ.
SQUARE FOOT(AGE)	SF
STAINLESS STEEL	SSTL.
STANDARD	STD.
STEEL	STL.
STORAGE	STOR.
STREET	ST.
STRUCTURAL	STRUCT.
SUSPEND (ED)	SUSP. (D)
TELEPHONE	TEL.
THERMOPLASTIC POLYOLEFIN	TPO
THICKNESS	THK.
TOP OF	T.O.
TOP OF CONCRETE	T.O.C.
TOP OF FOOTING	T.O.F.
TOP OF RAIL	T.O.R.
TOP OF STEEL	T.O.S.
TOP OF WALL	T.O.W.
TREAD	T.
TREATED	TRT
TRENCH DRAIN	T.D.
TYPICAL	TYP.
UNDERWRITERS LABORATORIES	U.L.
UNLESS NOTED OTHERWISE	U.N.O.
VENEER PLASTER	V.P.
VERIFY IN FIELD	V.I.F.
VERTICAL	VERT.
VINYL COMPOSITION TILE	VCT.
VINYL WALL COVERING	VWC.
WATER CLOSET	W.C.
WATERPROOFING	W.P.
WELDED WIRE FABRIC	W.W.F.
WIDE FLANGE	W.F.
WINDOW	WDW.
WITH	W/
WITHOUT	W/O
WOOD	WD.

PROPOSED FOR:
2200 LAKE SHORE DRIVE EAST
ASHLAND, WI 54806

TITLE SHEET

C&S DESIGN & ENGINEERING with framework design inc
803 Lake Shore Drive West, Ashland, WI 54806
Telephone (715) 682-0330 www.csdesignengineering.com

DESIGNED:	LED
DRAWN:	LED
SCALE:	AS NOTED
DATE:	February 18, 2020
PROJECT NO.	20-3419

REVISIONS:

APPROVED:

NOT FOR CONSTRUCTION OR FINAL PRICING

SHEET NO.

ATS

2 **View from the East**
NTS

1 **View from the North**
NTS

4 **View from the South**
NTS

3 **View from the West**
NTS

PROPOSED FOR:
2200 LAKE SHORE DRIVE EAST
ASHLAND, WI 54806

SITE PHOTOS

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SHEET NO.	C100

PROPOSED FOR:

2200 LAKE SHORE DRIVE EAST

ASHLAND, WI 54806

CONCEPT SITE PLAN

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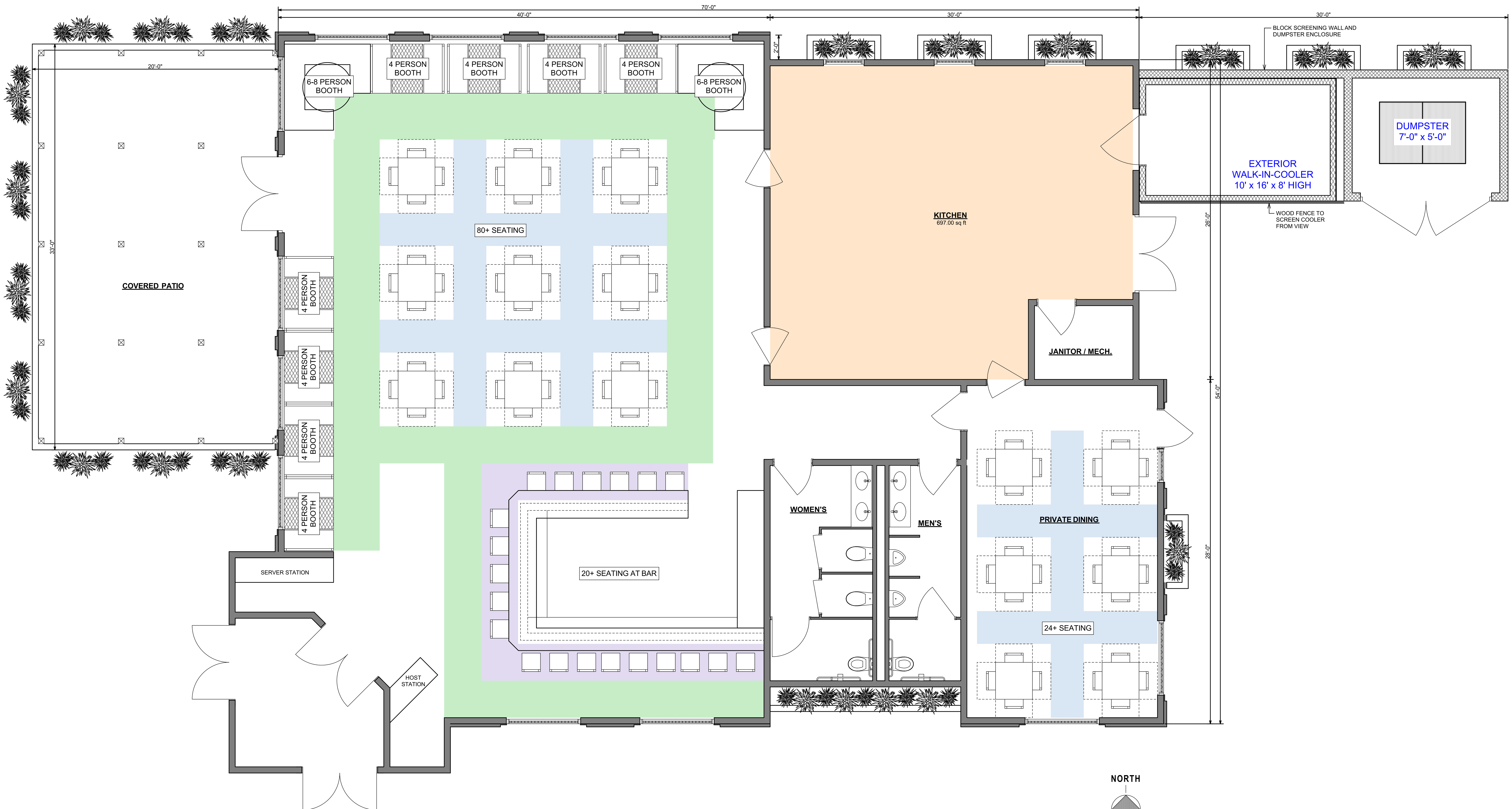
SHEET NO.	C102



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

PROPOSED CONSTRUCTION FOR:

ASHLAND AREA DEVELOPMENT

2200 LAKE SHORE DRIVE EAST, ASHLAND, WI 54806

CONCEPT FLOOR PLAN

C&S DESIGN & ENGINEERING with framework design inc
2023 6th Street West, Ashland, WI 54806
Telephone (715) 682-0330 www.csdesignengineering.com

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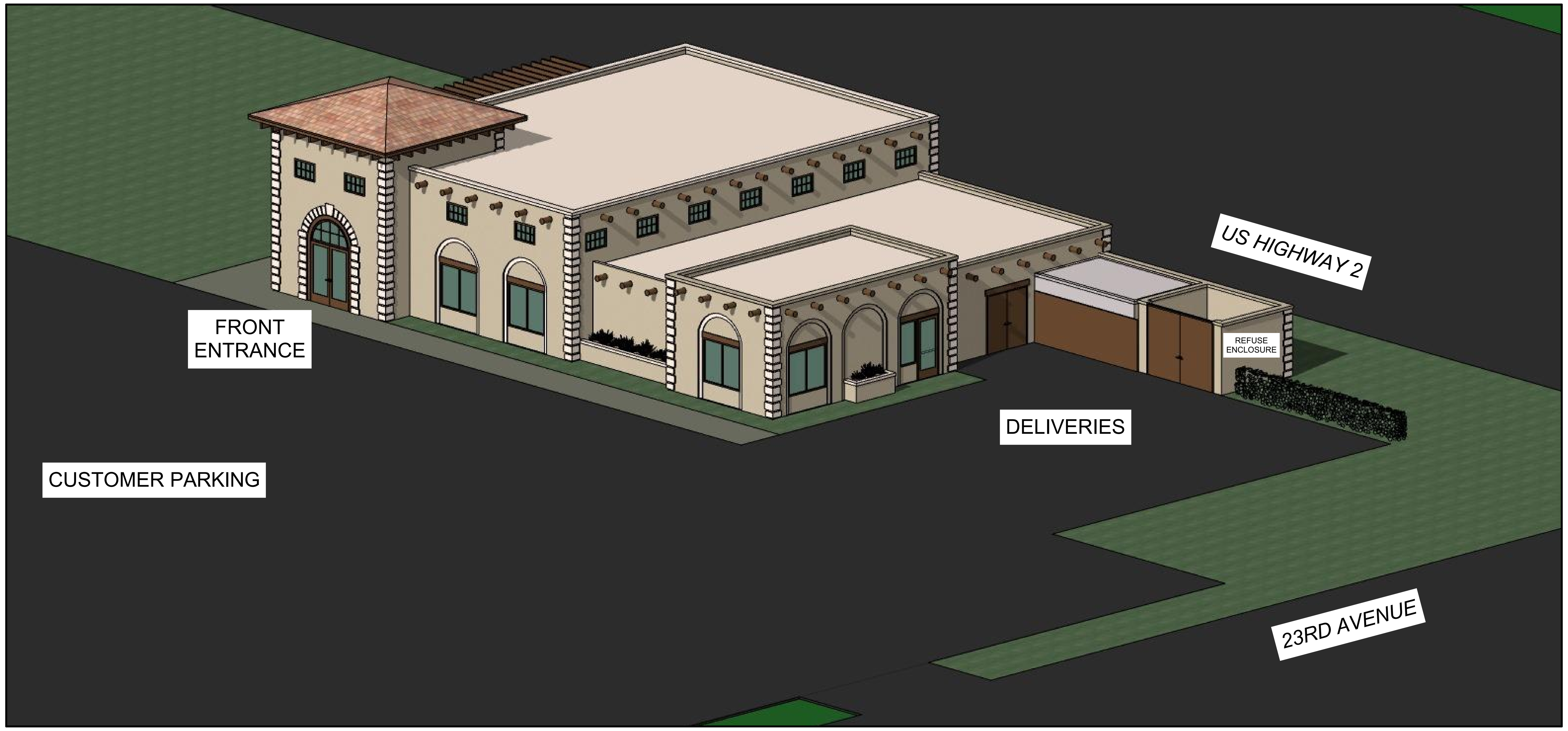
SHEET NO.	A101



VIEW OF SITE

BUILDING ENTRANCE

WALL DETAILS AND WINDOW / DOOR TRIM

FRONT ENTRANCE

SCALE: 1:142.86

PATIO COVERING

CORNER & WINDOW / DOOR TRIM

KEY NOTES:

- SOUTHWEST STYLE
- CLEAN LINES
- COVERED PATIO
- 4,000 SF BUILDING
- 660 SF PATIO

STREET VIEW (PATIO AREA)

PROPOSED CONSTRUCTION FOR:

ASHLAND AREA DEVELOPMENT

2200 LAKE SHORE DRIVE EAST, ASHLAND, WI 54806

MODEL VIEWS

C&S DESIGN & ENGINEERING with framework design inc
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WEST ELEVATION (PATIO SIDE)

SCALE: 3/16" = 1'-0"

EAST ELEVATION (DELIVERY SIDE)

SCALE: 3/16" = 1'-0"

NORTH ELEVATION (HIGHWAY SIDE)

SCALE: 3/16" = 1'-0"

SOUTH ELEVATION (PARKING LOT SIDE)

SCALE: 3/16" = 1'-0"

PROPOSED CONSTRUCTION FOR:

ASHLAND AREA DEVELOPMENT

2200 LAKE SHORE DRIVE EAST, ASHLAND, WI 54806

CONCEPT ELEVATIONS

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