



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

To attend virtually, the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, July 8, 2025 Ashland City Council Meeting Agenda

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. June 24, 2025 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. ADMINISTRATOR'S REPORT

7. CONSENT AGENDA

A. Accept a Boreal Waters Scholarship Grant for Paramedic Tuition Assistance (*Fire Department*)

B. Planning and Development Permit and Property Maintenance Reports

C. Miscellaneous Minutes

8. OLD BUSINESS

- A. **Approve a Development Agreement between the City of Ashland and Vision, Inc. for Development of the Former Roffers Site** (*Planning and Development*) Roll
- B. **Consider a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Clean Water Loan Program (CWLP) for the FY2026 Turner Road Lift Station Improvements Project** (*Public Works*) Roll

9. ADJOURNMENT

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

Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, June 24, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, June 24, 2025 Ashland City Council meeting was called to order by Mayor Matt MacKenzie at 6:00 p.m.

A. **Roll Call, Moment of Silence and Pledge of Allegiance**

PRESENT: Kevin Seefeldt, Shawn Brede, Peter Levi, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Sztynдор

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Max Lindsey, Public Works Director John Butler, Police Chief Willis Hagstrom, and other interested citizens.

2. APPROVAL OF AGENDA

A motion by Ortman, seconded by Goyke to approve the agenda passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **June 10, 2025 City Council and Committee of the Whole Meeting Minutes**

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

4. CITIZEN PARTICIPATION PERIOD

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Joel Glickman, 622 Ellis Avenue, commented about the environmental impact of the construction and resulting changes on Ellis Avenue.

Sara Adams, 916 Chapple Avenue, spoke regarding the special assessments on Chapple Avenue and had questions regarding the letter she received.

5. MAYOR'S REPORT

A. **Announcements**

Mac Kenzie asked staff and Council to remain focused while complaints come in. He complimented on the planters and flower baskets along Main Street. City staff participated in a clean up along the waterfront trail, US 2 and Stuntz Avenue.

6. ADMINISTRATOR'S REPORT

Kucera was attending a conference in Sturgeon Bay for the remainder of the week hosted by the Wisconsin City Management Association. He thanked staff from public works, planning and the police department for their input while cleaning up properties in the City, and for helping enforce the encampment policy. There are plans for adding plantings in the downtown area in the near future.

7. CONSENT AGENDA

- A. **Approve the Contract between the City of Ashland and Wisconsin Hazardous Materials Response System Services from the Northwest Wisconsin Hazardous Materials Taskforce** *(Fire Department)*

- B. **Approve the City of Ashland Comprehensive Outdoor Recreation Plan 2025-2030** *(Public Works)*

- C. **Approve a Memorandum of Understanding (MOU) between the City of Ashland and the School District of Ashland Regarding Shared Facility Use** *(Parks & Recreation)*

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

8. NEW BUSINESS

- A. **Public Hearing Regarding Sidewalk Special Assessments for the 2025 Ellis Avenue Pavement Replacement Project** *(Public Works)* Roll

A motion by Ortman and seconded by Sztynodor to enter into Public Hearing was approved unanimously by roll call vote. Butler discussed the resolution and special assessments as they apply to the Ellis Avenue Pavement Replacement Project. It was made known that the appropriate notice was posted in the City's official newspaper, posted at the Vaughn Public Library, Ashland County Court House, and at City Hall, as well as noticed by mail to affected homeowners. There were no comments received prior to the meeting.

Joel Glickman spoke about the cost of the project assessments.

Seeing no further citizens wishing to speak, a motion by Ortman and seconded by Sztynodor to move out of Public Hearing, was passed unanimously by voice vote.

- B. **Approve a Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland**

County, Wisconsin for the 2025 Ellis Avenue Pavement Replacement Project (*Public Works*) Roll

A motion by Goyke, seconded by Sztynдор to approve the resolution passed 6-1 by roll call vote; Ortman opposed.

File #17840

C. **Public Hearing Regarding Sidewalk Special Assessments for the 2025 Chapple Avenue Reconstruction Project** (*Public Works*) Roll

A motion by Ortman and seconded by Seefeldt to enter into Public Hearing was approved unanimously by roll call vote. Butler introduced the item and spoke to the special assessments as they apply to the Chapple Avenue Reconstruction Project. There were no citizen comments submitted prior to the meeting. It was made known that appropriate notice was posted in the City's official newspaper, posted at the Vaughn Public Library, Ashland County Court House, and at City Hall, as well as noticed by mail to affected homeowners.

Sara Adams spoke against paying assessments on a vacant lot, and had questions regarding the lead service line. Murray Riddell talked about the share of the assessment cost to be paid by the property owner.

Seeing no further citizens wishing to comment, a motion by Ortman and seconded by Seefeldt to move out of Public Hearing, was passed unanimously by voice vote.

D. **Approve a Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the 2025 Chapple Avenue Reconstruction Project** (*Public Works*) Roll

A motion by Sztynдор, seconded by Goyke to approve the resolution passed 6-1 by roll call vote; Ortman opposed.

File #17841

E. **Consider a Resolution to Acknowledge Review of the 2024 Compliance Maintenance Annual Report (CMAR) for the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code** (*Public Works*) Roll

The final report was distributed to Council. A motion by Sztynдор, seconded by Seefeldt to approve the resolution passed unanimously by roll call vote.

File #17839

F. **Consider an Application for Alcohol Beverage License Class C Wine from Gabriele's German Cookies, Chocolates & Gifts, Agent Gabrielle Block** (*Clerk*) Voice

A motion by Ortman, seconded by Sztynдор to approve the license application, passed unanimously by voice vote.

G. **Consider an Alcohol Beverage License Application for Class B Fermented Malt Beverage and Class C Wine License for Frankie's Family Pizza LLC, and Agent Mike Welty** (*Clerk*) Voice

A motion by Ortman, seconded by Gregoire to approve the license application, passed unanimously by voice vote.

9. CLOSED SESSION - Council may reconvene to Open Session and take action on any Closed Session item.

A motion by Ortman and seconded by Sztynдор to enter into Closed Session, passed unanimously by roll call vote. Kucera was excused from the Closed Session.

Tuesday, June 24, 2025



- A. **Pursuant WI Statute 19.85(1)(c): "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (City Administrator Evaluation)**
- B. **Return to Open Session**
Ortman moved, seconded by Goyke to return to Open Session. The motion passed unanimously by voice vote.
- C. **Report of Action Taken during Closed Session**
Mac Kenzie reported that no action was taken by Council during Closed Session.

10. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, June 24, 2025 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, June 24, 2025 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:30 p.m.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Shawn Brede, Peter Levi, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Sztynдор

ALSO PRESENT: Mayor Matthew MacKenzie, City Clerk Denise Oliphant, Public Works Director John Butler, and other interested citizens.

2. **Approval of Agenda**

A motion by Gregoire, seconded by Sztynдор to approve the agenda as presented, carried unanimously by voice vote.

3. **Council President's Report**

Ortman welcomed Mary Jo Gingras to the meeting for a presentation.

Seefeldt moved, seconded by Gregoire to amend the agenda to allow Gingras to do her presentation before reviewing committee updates. The motion carried unanimously by voice vote.

4. **Committee Updates**

DPEAC - no report

Harbor Commission - talked of the new fuel system.

Historic Preservation - no report

Library Board - no report

Parks Committee - the new direction would begin next week.

Plan Commission - no report

Public Works Committee - held discussions with WI DOT regarding the future pavement replacement project on USH 2

Sustainability Committee - no report

5. **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

A. **Presentation from MaryJo Gingras, Ashland County Land & Water Conservation Department Regarding Removal of PFAS from Drinking Water (*Councilor Ortman*)**

Mary Jo Gingras of the Ashland County Land & Water Conservation Department offered a presentation regarding PFAS, and answered questions from Council.

6. **Items for Future Discussion**

Seefeldt asked to discuss the EV charging stations.

Ortman would like to see PFAS as a regular agenda item on the Committee of the Whole; discuss the fire protection policy; work with AADC toward the Strategic Planning goal of adding new businesses.

Goyke asked for a step-by-step presentation regarding the property maintenance process.

Levi inquired about an email regarding fireworks.

7. Adjournment

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2025-156

COUNCIL AGENDA: 5.B.
(7/8/2025)

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permits the Mayor and/or Clerk to schedule items directly for Council action. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Mayor is requesting approval of the following reappointment:

Board of Zoning Appeals

Tom Buzzi, reappointment, term to expire July 8, 2028

Ref: 2025-157

COUNCIL AGENDA: 7.A.
(7/8/2025)

SUBJECT: Accept a Boreal Waters Scholarship Grant for Paramedic Tuition Assistance (*Fire Department*)

RECOMMENDATION: The Fire Chief recommends approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.

EXHIBITS:

1. Boreal Waters Community Foundation Award Email
2. June 10, 2025 COW minutes

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: A goal of the Utilities and Community Facilities chapter (Chapter 5) of the City's Comprehensive Plan of Record is "to provide a well maintained infrastructure that provides health, education, telecommunication and safety and security services for all residents and visitors." Objective 1.3 of the chapter notes that the community needs to "ensure that City fire, police, and emergency services equipment adequately provides for the personal safety of all persons and for preservation of property."

SUMMARY STATEMENT:

At the June 10, 2025 Committee of the Whole meeting, approval was granted to apply for a Duluth Superior Foundation Grant. The name of this foundation has changed to Boreal Waters. We have been since awarded a portion of our request.

The Ashland Fire Department employs eighteen paramedics and six Emergency Medical Technicians (EMTs). When we changed our operational plan in 2016, the intent was to be able to hire local staff as EMTs and then support them when they go to paramedic school. Paramedic tuition is approximately \$8000 per student. The City does not offer tuition reimbursement.

Currently, Firefighter/EMT Andy Coda and Firefighter/EMT Chris Tesnow have taken out student loans to pay for the upfront tuition costs. With Council approval, each would be allowed to receive \$1145 to put towards their training costs to become paramedics with the Ashland Fire Department. This grant requires no matching funds from the City.

Stuart Matthias

From: Boreal Waters Community Foundation <administrator@grantinterface.com>
Sent: Saturday, May 31, 2025 6:01 AM
To: Stuart Matthias
Subject: [BULK] DSACF - Chequamegon Bay Area Community Fund - Spring 2025 - City of Ashland Grant Agreement Due

05/31/2025

Dear Stuart,

Congratulations to City of Ashland for the grant award of \$2,290.00 for Paramedic Tuition for AFD EMTs from the Chequamegon Bay Area Community Fund - Spring 2025!

We have not received your grant agreement. Please [log in](#) to the grant portal, expand the request, and submit the Grant Agreement as soon as possible in order for the check to be issued.

Let us know if you have any questions or need anything.

The Community Impact Team

grantsinfo@dsacommunityfoundation.com
Duluth Superior Area Community Foundation
324 West Superior Street, Suite 700
Duluth, Minnesota 55802

218.726.0232 Main Office
218.520.1122 Direct

Applicant Information

Stuart Matthias

215 6th St E
Ashland, WI 54806
715-682-7052
smatthia@coawi.org

Organization: City of Ashland

Form Name: Grant Agreement
Process Name: Chequamegon Bay Area Community Fund - Spring 2025
Project Name: Paramedic Tuition for AFD EMTs

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, June 10, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. Roll Call

The Tuesday, June 10, 2025 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:55 p.m.

PRESENT: Kevin Seefeldt, Shawn Brede, Andy Goyke, Jim Gregoire, Charlie Ortman, Nancy Sztynдор.

ABSENT: Peter Levi (excused)

ALSO PRESENT: Mayor Matt Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Fire Chief Stuart Matthias, Police Chief Bill Hagstrom, Public Works Director John Butler, and other interested citizens.

2. Approval of Agenda

A motion by Goyke, seconded by Seefeldt to approve the agenda, passed unanimously by voice vote.

3. Council President's Report

Ortman read to reaffirm the resolution proclaiming June as Pride Month for the City of Ashland.

4. ITEMS FOR DISCUSSION AND POSSIBLE ACTION:

A. Allow the Ashland Department to Apply for Wisconsin Department of Natural Resources (WDNR) Forest Fire Protection (FFP) Grant (*Fire Department*)

The item was introduced by Matthias. Seefeldt moved, seconded by Goyke to allow the fire department to submit the grant application. The motion carried unanimously by voice vote.

B. Allow the Ashland Fire Department to Apply for a Leary Foundation Grant (*Fire Department*)

Matthias introduced the item and answered questions from Council. Goyke moved, seconded by Seefeldt to allow the fire department to submit the grant application. The motion carried unanimously by voice vote.

C. Contract with Wisconsin Hazardous Materials Response System Services from the Northwest Wisconsin Hazardous Materials Taskforce (*Fire Department*)

Matthias discussed the item with Council. Sztynдор moved, seconded by Seefeldt to advance the item to Council for formal approval. The motion carried unanimously by voice vote.

D. Allow the Ashland Fire/EMS Department to Submit an Application and Accept a Duluth Superior Area Community Foundation Grant for Paramedic School Tuition (*Fire/EMS Department*)

Matthias introduced the item. Seefeldt moved, seconded by Goyke to allow the fire/EMS department to submit the grant application. The motion carried unanimously by voice vote.

E. **Review the Draft City of Ashland Comprehensive Outdoor Recreation Plan 2025-2030 (*Public Works*)**

Butler answered questions from Council. Seefeldt moved, seconded by Goyke to advance the item to Council for formal approval. The motion carried unanimously by voice vote.

F. **Chapter 507 (1691) Operation Of All-Terrain Vehicles (ATVs) And Utility-Terrain Vehicles (UTVs) (*Police Department*)**

Hagstrom introduced the item, and was asked to return the item to the Committee of the Whole with amendment recommendations.

G. **Review and Discussion of the Progress of the City Administrator's Goals (*Mayor*)**

Kucera reviewed his goals and progress of them, set by Council for 2024. A closed session will be held at the next Council meeting for further discussion of his review.

5. **Items for Future Discussion**

No items were offered.

6. **Adjournment**

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

Permit Detail Report

06/01/2025 - 06/30/2025

Permit #	Permit Date	Building Type	Applicant Name	Applicant Address	City, State, Zip	Description	Project Cost	Square Feet	Issued Date	Type of Work	Work Location	Total Fees	Parcel #	Parcel Address
20250163	6/30/2025	Residential - Remodel/Repair/Additions (over 5,000)	Mylan Bruckelmyer (Bruck Group, LLC)	1015 Vaughn Ave	ASHLAND, WI 54806	Remove and Replace Foundation: North 15' feet of west wall and West 15 feet of north wall. Install Interior flooring, trim and paint. Permit is contingent upon the following conditions: 1. That the owner living in the north neighboring house is notified of you working next to their house. 2. A visual check of your neighbor's foundation	10,000	0	7/1/2025	Primary Structure	1015 Vaughn Ave	\$50.00	201028020000	1015 VAUGHN AVE
20250162	6/30/2025	Residential - Parking Lot/Driveway	Angelo Luppino, Inc	PO Box 100	Iron Belt, WI 54536	Reshaping driveway and laying asphalt	12,492	4,164		Driveway	208 3rd Ave W		201016500100	208 3RD AVE W
20250160	6/30/2025	Zoning Approval - Keeping of Animals	Tyler Pearce	1518 7th St W	ASHLAND, WI 54806	Keeping of Animals: six (6) chickens (hens only) in homemade 5-foot x 10-foot Coop. Structure to be located a minimum of 6-feet away from garage and 3-feet from property line (including eaves).	0	50	6/30/2025	Other	1518 7th St W	\$50.00	201005810000	1518 7TH ST W

20250159	6/27/2025	Commercial - Structural Addition/Alteration	Letetia Carter	4886 W. Pauline Whitaker Pkwy Suite 200	Rogers	Scope of work for this project includes board up the entry between the main store and tenant space, with a main door provided for store associates to access the space as needed. This Permit contingent upon the following: 1. Our office should be provided with a construction work schedule.	45,000	1,516	6/30/2025	Primary Structure	2500 Lakeshore Dr E	\$225.00	201035740100	2500 LAKE SHORE DR E
20250158	6/27/2025	Zoning Approval - Signage	Anthony J Ledin			Sandwich Sign - Informational: open hours/days/times	0	9	6/27/2025	Other	221 Sanborn Ave		201037910000	221 SANBORN AVE

20250157	6/25/2025	Residential - Detached Accessory Building	Eric Doane	1302 Sanborn Ave	Ashland, WI 54806	Addition of two new stick-built accessory structures - a garage (32x30) and shed (10x20). Exterior LP siding to match existing house. Note: There must be a minimum of 6-feet between structures (including eaves). Contingent upon: Any enlarged driving or parking surface must have a hard surface installed within the permit.	45,050	960	6/26/2025	Accessory Structure	1302 Sanborn Ave	\$50.00	201049050000	1302 SANBORN AVE
20250156	6/25/2025	Residential - Roofing (Material cost over 1,000)	Jeremy Daoust	605 3rd St E	Ashland	Replace roof, fascia and soffit. (Asphalt)	25,000	1,000	6/26/2025	Primary Structure	605 3rd St E	\$30.00	201015760000	605 3RD ST E
20250155	6/25/2025	Residential - Remodel/Repair/Additions	DBS Residential Solutions	5116 Jean Duluth Rd	Duluth	Install 4 helical piers.	11,600	1	6/26/2025	Primary Structure	1617 6th St E	\$58.00	201036440000	1617 6TH ST E

20250154	6/25/2025	Residential - Fence	DAVE FRANTZ	822 2ND AVE E	ASHLAND, WI 54806	Install 6-foot high privacy fence two feet back from property line. Colored & treated wood. Note: the finished side of the fence must be facing away from the interior of the property with the structural posts on the inside. The fence must be a minimum of 3 feet away from the alley right-of-way and shall not extend beyond the front facade of the house into the front yard.	4,000	93	6/25/2025	Other	822 2ND AVE E	\$75.00	20102496000	822 2ND AVE E
20250153	6/25/2025	Residential - Parking Lot/Driveway	Rick Vandevoorde	321 21st Ave E	ASHLAND, WI 54806	Tearing out existing driveway and replacing with new.	6,909	1,375	6/26/2025	Driveway	321 21st Ave E	\$75.00	20103515000	321 21ST AVE E
20250152	6/25/2025	Residential - Remodel/Repair/Additions (over 5,000)	ART & DAVID DAIGLE	1023 5TH AVE E	ASHLAND, WI 54806	Removal of existing asphalt shingles (\$20K) and replace with steel roofing. Finishing one-half of basement & bathroom with ceramic tile and repair to heating ducts.	40,000	0	6/25/2025	Primary Structure	1023 5th Ave E	\$230.00	20102745000	1023 5TH AVE E
20250151	6/23/2025	Residential - Roofing (Material cost over 1,000)	Alyssa and Rob Prater	600 3rd St W	Ashland, WI 54806	Reroofing the home (tearing off existing asphalt shingles and reroofing with new shingles). Contractor: Oak Valley Construction, LLC	20,000	0	6/23/2025	Primary Structure	600 3rd St W	\$30.00	20100778000	600 3RD ST W

20250150	6/23/2025	Residential - Remodel/Repair/Additions (over 5,000)	Justin Gingerich	1006 3rd Ave. W.	Ashland	Resurface attic ceiling, walls, and floor with plywood.	10,000	800	6/25/2025	Primary Structure	920 Chapple Ave	\$50.00	201025930000	920 CHAPPLE AVE
20250149	6/23/2025	Residential - Deck	Keith Hershberger	822 Ellis Avenue	Ashland, WI 54806	Replacing front steps, railings, porch floor (porch skirting). Size and configuration are staying the same. 20 Linear feet of 5-foot tall solid wood fence in rear yard. All new porch work to comply with the UDC (state building code).	3,000	0	6/24/2025	Other	822 ELLIS AVE	\$50.00	201025040000	822 ELLIS AVE
20250148	6/20/2025	Commercial - Miscellaneous Repair of a Commercial Structure	Edge property	223 chapple Ave west	Ashland Wisconsin 54806	Patch sidewalks and driveway. New EPDM (verify) garage roof. Work in Apartment J - to be confirmed.	3,000	1,800		Accessory Structure	223 Chapple Ave W ae4ll		201007600000	223 CHAPPLE AVE
20250147	6/20/2025	Residential - Detached Accessory Building	Todd Miller	4107 Lake Park	Ashland, WI 54806	10-foot by 12-foot addition to existing shed to west of house. Raise roof on existing shed up 3 feet to provide additional storage space. All work to comply with the UDC building code.	2,000	120	6/20/2024	Accessory Structure	4107 Lake Park Rd	\$50.00	201050150000	4107 LAKE PARK RD

20250146	6/19/2025	Residential - Deck	Emily Melco	1007 14th Ave W	ASHLAND, WI 54806	Construction of 12-foot wide by 14-foot deep deck attached to north side of house. 24" inches off the ground, no railing planned, concrete pier foundation. Work shall comply with all UDC building code requirements. Note: the existing block foundation leftover from the garage demo should be removed before final inspection takes place.	0	168	6/20/2025	Primary Structure	1007 14th Ave W	\$50.00	20103920000	1007 14TH AVE W
20250145	6/19/2025	Residential - Detached Accessory Building	Kyle Smith	2121 6TH ST E	ASHLAND WI 54806	Removing existing asphalt shingles on garage and replacing with new asphalt shingles. 1400 sq. ft.	7,250	1,400	6/19/2025	Accessory Structure	2121 6TH ST E	\$30.00	20103620000	2121 6TH ST E
20250144	6/18/2025	Residential - Remodel/Repair/Additions (over 5,000)	Kim Brown	4613 Island Lake Dr	Duluth, MN 55803	18 sq. overlay vinyl siding; 12 windows; 15 sq. house roof tear off. Install new shingles.	68,200	33	6/25/2025	Primary Structure	1311 3rd St W	\$341.00	20100153000	1311 3RD ST W
20250143	6/18/2025	Residential - Raze/Demolition	City of Ashland	601 Main St W	Ashland, WI 54806	Razing the fire-damaged structure at 711 3rd St E and restoring the site to grass. City crew will remove the house, disconnect the electrical, and cap the water.	0	0	6/26/2025	Primary Structure	711 3rd St E		20101558000	711 3RD ST E

20250142	6/18/2025	Residential - Roofing (Material cost over 1,000)	Susanne Aili	4120 RICHARD AVE, STE 400	HERMANTOWN	Remove and replace roofing on house. Install two rows of ice and water shield. Install Owens Corning Duration shingles.	7,800	1,300	6/24/2025	Primary Structure	616 15th Ave W	\$30.00	201005230000	616 15TH AVE W
20250141	6/18/2025	Residential - Raze/Demolition	John S Peltonen (Trisha, daughter)	1600 8th St W. Tlr #28	ASHLAND, WI 54806	Removal of mobile home from site. Home was destroyed by June 2nd fire.	5,000	780	6/18/2025	Primary Structure	1600 8th St W. Tlr #28	\$25.00	201047320000	WHISPERING PINES COMMUNITY 8th St W and 17th Ave W
20250140	6/17/2025	Commercial - Accessory Structure	Kenneth C Arbuckle	522 Lake Shore Dr E	Ashland, WI, 54806	8x10 prefab metal shed placed directly behind primary building. Structure to be a minimum of 6 feet away from primary structure, including eaves.	300	80	6/23/2025	Accessory Structure	522 Lake Shore Drive East	\$50.00	201013770000	522 LAKE SHORE DR E
20250139	6/17/2025	Residential - Roofing (Material cost over 1,000)	Jack Hoglund	508 16TH AVE W	ASHLAND WI 54806	TEARING OFF GARAGE ROOF ASPHALT SHINGLES AND REPLACING WITH NEW ASPHALT SHINGLES	6,000	800	6/17/2025	Accessory Structure	508 16TH AVE W	\$30.00	201004330000	508 16TH AVE W

20250138	6/16/2025	Residential - Remodel/Repair/Additions (over 5,000)	Anthony Michael	318 17th Ave W	ASHLAND, WI 54806	Removing existing roof and building up walls as required on the north end to create a second story. A new roof over entire structure oriented opposite direction. New bedrooms and bathroom. New windows.	25,000	500		Primary Structure	318 17th Ave W	\$125.000	201002930000	318 17TH AVE W
20250137	6/16/2025	Commercial - New Parking Lot	Northern State Bank	321 Main St W	Ashland, WI, 54806	Existing parking lot repair and striping. This is contingent upon: 1) An internal review by the owners (NSB) to verify compliance with ADA requirements for curb cuts and parking lot stalls. 2) ADA compliance must be reviewed by owners for parking stalls required for the condominium units in the east side building.	164,436	39,186	6/19/2025	Primary Structure	321 Main St W	\$822.180	201042510000	321 Main St W

20250136	6/15/2025	Residential - Remodel/Repair/Additions (over 5,000)	Todd Mattson	623 17th Ave W	ASHLAND	Renovate railings and steps to existing deck under covered porch on south east side of house. Two door replacements. All work is to be in compliance with the Uniform Dwelling Code (UDC).	7,000	400	6/16/2025	Primary Structure	623 17th Ave W	\$50.00	201004890000	623 17TH AVE W
20250135	6/13/2025	Residential - Remodel/Repair/Additions (over 5,000)	Sandra Smith	709 2nd Ave W	ASHLAND, WI 54806	430 SF Addition on back on house. Existing deck and porch to be removed. Permit contingent upon the owner proving the name of plumbing and electrical contractors for the work as well as a construction work schedule.	100,000	430	6/17/2025	Primary Structure	709 2nd Ave W	\$500.00	201023140000	709 2ND AVE W

20250134	6/13/2025	Residential - Detached Accessory Building	Brian Nowak-Thompson	313 MacArthur Ave	ASHLAND, WI 54806	20-foot x 24-foot detached garage with underground electrical from house. Home owner doing all work aside from excavation, concrete and electrical. The structure and driveway, including eaves, must be a minimum of 3-feet away from the side property line. This permit is contingent upon 1) Our office approving the staked-out areas for garage and	25,000	480	6/16/2025	Accessory Structure	313 MacArthur Ave	\$125.00	201006950000	313 MACARTHUR AVE
20250133	6/12/2025	Residential - Remodel/Repair/Additions (over 5,000)	Crysta Foster	367 Garfield Ave	Duluth, MN 55802	Replace eight (8) windows with Soft-lite brand. (5) DH and (3) LS Windows	9,959	2,124	6/19/2025	Primary Structure	806 Prentice Ave	\$50.00	201024770000	806 PRENTICE AVE
20250132	6/12/2025	Residential - Fence	Tiffani Bard	612 5th Avenue East	Ashland, WI 54806	Six (6) foot high white vinyl fence in side and back yards. Fence to meet up with neighbor's existing fence along north property line. Note: vertical and horizontal structural supports must face towards the inside of the property.	9,500	155	6/13/2025	Other	612 5th Avenue East	\$75.00	201021440000	612 5TH AVE E

20250131	6/11/2025	Residential - Fence	Ceili Shields	307 14th Ave E	Ashland, WI 54806	Installing approximately 400 linear feet of 6' tall wood privacy fence in the side and rear yards per site plan provided. Fencing in street side yard (between the front and rear facades of the house) to be 4 feet tall maximum until/unless Conditional Use Permit is approved.	0	0	6/11/2025	Other	307 14th Ave E	\$100.00	201017970000	307 14TH AVE E
20250130	6/11/2025	Residential - Roofing (Material cost over 1,000)	James R Lynn	717 6th Ave W	ASHLAND, WI 54806	Existing asphalt shingles to be removed. New asphalt shingles to be installed	7,000	0	6/11/2025	Primary Structure	717 6th Ave W	\$30.00	201022590000	717 6TH AVE W
20250129	6/10/2025	Commercial - Accessory Structure	Neil & Christine Hulmer	1605 5th St E	ASHLAND, WI 54806	Existing hardboard siding removed. To be replaced with vinyl siding to match house. Installation of four (4) new windows. Three in the kitchen and one in the hallway.	10,000	0	6/11/2025	Accessory Structure	1605 5th St E	\$50.00	201035530000	1605 5TH ST E

20250128	6/10/2025	Residential - Detached Accessory Building	Campbell Construction	49717 WI-112	Ashland, WI 54806	Razing the existing detached garage and constructing a new detached garage in the same footprint on the property. Garage size is 576 square feet in area. No water lateral to the garage exists.	79,000	576	6/12/2025	Accessory Structure	1020 MacArthur Ave	\$50.00	201038250000	1020 MACARTHUR AVE
20250127	6/9/2025	Residential - Siding (material cost over 1,000)	Jenise Swartley	900 MacArthur Ave	Ashland, WI 54806	Removing wood siding and replacing with vinyl siding.	5,000	1,433	6/10/2025	Primary Structure	900 MacArthur Ave, Ashland, WI 54806	\$30.00	201044700000	900 MACARTHUR AVE
20250126	6/9/2025	Residential - Fence	Mike Ohlsson	3410 4th St E	ASHLAND, WI 54806	72 feet of fence six feet high in backyard. Constructed out of 2x treated lumber. Structural vertical and horizontal supports must face towards the inside.	1,000	0	6/23/2025	Other	3410 4th St E	\$75.00	201008930000	3410 4TH ST E
20250125	6/6/2025	Residential - Roofing (Material cost over 1,000)	Stanley Gorske (Contr. Shane Pufall)	601 5th Ave E	ASHLAND, WI 54806	Remove 22 squares of old shingles and dispose off site with dump trailer. Re-roof with asphalt shingles.	14,900	0	7/2/2025	Primary Structure	601 5th Ave E	\$30.00	201021650000	601 5TH AVE E
20250124	6/6/2025	Residential - Siding (material cost over 1,000)	Arnie Clark (Contr. Bob Blaubach)	115 19th St E	ASHLAND, WI 54806	Removing existing hardboard siding and replacing with new Smartsiding	18,000	0	6/6/2025	Primary Structure	115 19th St E	\$30.00	201040600000	115 19TH ST E

20250123	6/6/2025	Residential - Siding (material cost over 1,000)	Justin Gingerich	1006 3rd Ave. W.	Ashland, WI	Vinyl siding, gutters, replacement of entry steps and landings: 4-foot by 6-foot enlarged landing & steps at each entry on north-east end of house.	5,000	1,000	6/6/2025	Primary Structure	314 14th Ave. W.	\$50.00	201002660000	314 14TH AVE W
20250122	6/5/2025	Commercial - New Parking Lot	West II Building Corp (Scott Clark)	212 Main St W	ASHLAND, WI 54806		8,492	2,196		Other	212 Main St W	\$75.00	201016510000	212 MAIN ST W
20250121	6/4/2025	Residential - Fence	Tony Mitchell	117 3rd Ave E	ASHLAND, WI 54806	Pressure Treated - Dog Ear 1x6 vertical boards. 4x4's every 8 feet. Fence to be no taller than 6 feet. 24 feet length. Upon neighbor permission, extending fence to neighbor's garage. Structural Posts shall be to the inside (facing property) of the fence panels and at a minimum of 3 feet away from the alley ROW property line.	400	0		Other	117 3rd Ave E	\$50.00	201013370000	117 3RD AVE E

20250120	6/3/2025	Commercial - New Parking Lot	Northwood Technical College	P.O. Box "B"	Shell Lake, WI 54871	Northwood Technical College is revising the south student parking to accommodate the motorcycle training facility. Four double head existing light poles will be removed from the parking lot interior and moved to the outside edges on new poles. A 5-foot wide hard surface expansion along the south edge of the existing parking lot will be completed with asphalt.	0	1,590	6/4/2025	Other	2100 Beaser Avenue	\$75.00	201049510000	2100 BEASER AVE
20250119	6/2/2025	Residential - Remodel/Repair/Additions (over 5,000)	Crysta Foster	367 Garfield Ave	Duluth	Replace 5 windows with Softlite Brand.	7,896	0	6/3/2025	Primary Structure	2015 Main St E	\$50.00	201034160000	2015 MAIN ST E
20250118	6/2/2025	Commercial - Structural Addition/Alteration	Xcel Energy	303 Saint Claire St	ASHLAND, WI 54806	2-4" wells installed to approximately 40 feet deep. Nine (9) borings advanced to between 20 feet and 40 feet deep. Injection of activated carbon & sodium persulfate for groundwater	60,000	0	6/3/2025	Other	303 St. Claire St	\$300.00	201010150000	303 ST CLAIRE STREET

20250117	6/2/2025	Commercial - Miscellaneous Repair of a Commercial Structure	Alex/Karl Faber	412 W Main St	ASHLAND, WI 54806	Removing lower white panels and replacing w/approx 165 SF of Mapes Unrivaed Standard Kynar. Adding wooden fascia/trim above existing black Vitrolite structural glass (approx 50 SF) . Lead Abatement on parapet-repaint.	15,000	0	6/11/2025	Primary Structure	412 W Main St	\$75.00	201042890000	412 MAIN ST W
												\$4,396.18		

Total Records: 46

7/3/2025

Case Activity Report

06/01/2025 - 06/30/2025

Case #	Case Date	Assigned To	Main Status	Description	Closed Date	Parcel #	Parcel Address
20250244	6/9/2025	Raymond Kallio	Closed	rubish and back porch. rental registration	6/30/2025	201022040000	620 3RD AVE W
20250291	6/24/2025	Raymond Kallio	Closed	long grass and weeds	6/30/2025	201015080000	222 12TH AVE E
20250304	6/30/2025	Raymond Kallio	Open	weeds		201015990000	Vacant Lot: Main Street E and Willis Avenue
20250305	6/30/2025	Raymond Kallio	Open	missing street numbers and long grass		201011550000	1407 FRONT ST E
20250306	6/30/2025	Raymond Kallio	Open	box spring		201015980000	207 WILLIS AVE
20250307	6/30/2025	Raymond Kallio	Open	Lawn		201043790000	610 10TH AVE W
20250308	6/30/2025	Raymond Kallio	Open	lawn		201015960000	213 WILLIS AVE
20250309	6/30/2025	Raymond Kallio	Open	long grass and weeds		201017560000	309 7TH AVE E
20250310	6/30/2025	Raymond Kallio	Open	weeds		201020010000	510 PRENTICE AVE
20250298	6/27/2025	Raymond Kallio	Open	Lawn, door, and tire		201012470000	108 5TH AVE E
20250299	6/27/2025	Raymond Kallio	Open	lawn and debris		201013450000	315 MAIN ST E
20250300	6/27/2025	Raymond Kallio	Open	long grass no house numbers		201023830000	706 PRENTICE AVE

20250301	6/27/2025	Raymond Kallio	Open	long grass and weeds		201023820000	710 PRENTICE AVE
20250302	6/27/2025	Raymond Kallio	Open	siding		201004400000	513 16TH AVE W
20250303	6/27/2025	Raymond Kallio	Open	lawn		201038520000	1123 ELLIS AVE
20250263	6/11/2025	Raymond Kallio	Closed	long grass and weeds by alley	6/27/2025	201000080000	717 MAIN ST W
20250195	5/27/2025	Raymond Kallio	Closed	vehicle		201023730000	719 PRENTICE AVE
20240187	7/11/2024	Raymond Kallio	Closed	garage siding		201035640000	2106 4TH ST E
20250296	6/26/2025	Raymond Kallio	Open	Lawn		201022160000	601 2ND AVE W
20250297	6/26/2025	Raymond Kallio	Open	lawn		201023560000	715 3RD AVE E
20250293	6/25/2025	Raymond Kallio	Closed	long grass and weeds	7/2/2025	201028610000	1113 PRENTICE AVE
20250294	6/25/2025	Raymond Kallio	Open	lawn		201043340000	805 6TH ST W
20250270	6/16/2025	Raymond Kallio	Closed	long grass	6/25/2025	201006120000	801 BEASER AVE
20250272	6/16/2025	Raymond Kallio	Closed	household furniture outside on terrace	6/25/2025	201043560000	715 6TH ST W
20250274	6/18/2025	Raymond Kallio	Closed	grass	6/25/2025	201012450000	606 ST CLAIRE ST
20250276	6/18/2025	Raymond Kallio	Closed	lawn	6/25/2025	201005090000	607 15TH AVE W
20250277	6/18/2025	Raymond Kallio	Closed	lawn	6/25/2025	201024070000	713 7TH AVE E

20250278	6/18/2025	Raymond Kallio	Closed	lawn	6/25/2025	201020940000	501 14TH AVE E
20250281	6/19/2025	Raymond Kallio	Closed	lawn	6/25/2025	201047284000	2120 6TH ST W
20250291	6/24/2025	Raymond Kallio	Closed	long grass and weeds	6/30/2025	201015080000	222 12TH AVE E
20250292	6/24/2025	Raymond Kallio	Open	lawn		201034520000	
20250286	6/24/2025	Raymond Kallio	Open	unregistered/i noperable motor vehicle		201044670000	905 MACARTHUR AVE
20250287	6/24/2025	Raymond Kallio	Closed	weeds	7/2/2025	201027540000	1015 PRENTICE AVE
20250288	6/24/2025	Raymond Kallio	Closed	long grass	6/24/2025	201038730000	1201 9TH AVE W
20250290	6/24/2025	Raymond Kallio	Closed	lawn	7/2/2025	201026720000	907 PRENTICE AVE
20250252	6/10/2025	Raymond Kallio	Closed	lawn	6/24/2025	201012380000	622 ST CLAIRE ST
20250256	6/10/2025	Raymond Kallio	Closed	debris	7/1/2025	201031270000	1223 10TH AVE W
20250253	6/10/2025	Raymond Kallio	Closed	lawn	6/23/2025	201022620000	608 7TH ST W
20250246	6/9/2025	Raymond Kallio	Closed	long grass		201043470000	703 7TH ST W
20250233	6/9/2025	Raymond Kallio	Closed	long grass	6/23/2025	201047283000	2118 6TH ST W
20250280	6/19/2025	Raymond Kallio	Closed	Lawn	6/23/2025	201047900000	2410 JUNCTION RD
20250282	6/23/2025	Raymond Kallio	Closed	lawn	7/1/2025	201027440000	1000 PRENTICE AVE

20250283	6/23/2025	Raymond Kallio	Open	long grass, terrace and along house and garage, north side.r		201021750000	615 PRENTICE AVE
20250284	6/23/2025	Raymond Kallio	Closed	lawn	7/1/2025	201006650000	700 11TH AVE W
20250285	6/23/2025	Raymond Kallio	Open	lawn and items on proch		201043790000	610 10TH AVE W
20250271	6/16/2025	Raymond Kallio	Closed	boat		201001630000	1220 MAIN ST W
20250266	6/12/2025	Raymond Kallio	Closed	long grass	6/19/2025	201019190000	409 5TH AVE E
20250280	6/19/2025	Raymond Kallio	Closed	Lawn	6/23/2025	201047900000	2410 JUNCTION RD
20250281	6/19/2025	Raymond Kallio	Closed	lawn	6/25/2025	201047284000	2120 6TH ST W
20250169	5/20/2025	Raymond Kallio	Closed	appliance on porch	6/19/2025	201047320000	WHISPERING PINES COMMUNITY 8th Ave W and 17th Ave W
20250210	6/4/2025	Raymond Kallio	Open	missing siding, long grass		201034460000	2102 MAIN ST E
20240292	8/7/2024	Raymond Kallio	Open	exterior walls not weatherproofed, missing stairs and front yard grading		201018770000	405 STUNTZ AVE

20240301	8/9/2024	Raymond Kallio	Open	exterior siding not weatherprofed		201030630000	1000 11TH AVE W
20250248	6/10/2025	Raymond Kallio	Closed	long grass on lot 7-12 on 3rd street west	6/18/2025	201001201000	1720 MAIN ST W
20250249	6/10/2025	Raymond Kallio	Closed	lawn	6/18/2025	201010820000	615 ST CLAIRE ST
20250278	6/18/2025	Raymond Kallio	Closed	lawn	6/25/2025	201020940000	501 14TH AVE E
20250279	6/18/2025	Raymond Kallio	Open	couch in yard		201037950000	210 22ND AVE W
20250276	6/18/2025	Raymond Kallio	Closed	lawn	6/25/2025	201005090000	607 15TH AVE W
20250277	6/18/2025	Raymond Kallio	Closed	lawn	6/25/2025	201024070000	713 7TH AVE E
20250274	6/18/2025	Raymond Kallio	Closed	grass	6/25/2025	201012450000	606 ST CLAIRE ST
20250275	6/18/2025	Raymond Kallio	Open	grass		201028320000	311 12TH ST W
20250262	6/11/2025	Raymond Kallio	Closed	lawn and garbage bag	6/17/2025	201027990000	1023 VAUGHN AVE
20250264	6/12/2025	Raymond Kallio	Closed	LAWN	6/16/2025	201016240000	220 MAIN ST E
20250251	6/10/2025	Raymond Kallio	Closed	long grass and vehicle parked on grass	6/17/2025	201043450000	522 9TH AVE W
20250254	6/10/2025	Raymond Kallio	Closed	long grass	6/17/2025	201004530000	522 18TH AVE W
20250255	6/10/2025	Raymond Kallio	Closed	Lawn	6/17/2025	201003670000	1003 6TH ST W

20250257	6/10/2025	Raymond Kallio	Closed	long grass on terrace and by garage	6/17/2025	201044010000	708 10TH AVE W
20250261	6/11/2025	Raymond Kallio	Closed	lawn	6/17/2025	201028020000	1015 VAUGHN AVE
20250237	6/9/2025	Raymond Kallio	Closed	long grass and weeds	6/17/2025	201001160000	1700 MAIN ST W
20250239	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201002950000	321 17TH AVE W
20250223	6/5/2025	Raymond Kallio	Closed	lawn	6/17/2025	201003700000	505 10TH AVE W
20250224	6/6/2025	Raymond Kallio	Closed	lawn	6/17/2025	201018170000	412 13TH AVE E
20250229	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201004770000	617 18TH AVE W
20250231	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201004810000	601 18TH AVE W
20250126	4/25/2025	Raymond Kallio	Closed	debris and tires	6/17/2025	201014460000	114 13TH AVE E
20250134	4/29/2025	Raymond Kallio	Closed	tires and debris	6/17/2025	201001790000	1005 3RD ST W
20250136	4/29/2025	Raymond Kallio	Closed	debris	6/17/2025	201003830000	505 11TH AVE W
20250142	5/1/2025	Raymond Kallio	Closed	appliance	6/17/2025	201003390000	412 14TH AVE W
20250145	5/6/2025	Raymond Kallio	Closed	debris	6/17/2025	201021550000	608 PRENTICE AVE
20250148	5/7/2025	Raymond Kallio	Closed	misc storage	6/17/2025	201021450000	608 5TH AVE E
20250151	5/8/2025	Raymond Kallio	Closed	misc storage	6/17/2025	201018990000	404 5TH AVE E
20250173	5/20/2025	Raymond Kallio	Closed	appliance in yard	6/17/2025	201005440000	613 11TH AVE W
20250181	5/21/2025	Raymond Kallio	Closed	debris	6/17/2025	201026220000	901 4TH AVE W

20250183	5/21/2025	Raymond Kallio	Closed	appliance	6/17/2025	201026030000	922 6TH AVE W
20250197	5/28/2025	Raymond Kallio	Closed	misc	6/16/2025	201021590000	619 5TH AVE E
20250209	6/4/2025	Raymond Kallio	Closed	Lawn		201035870000	412 26TH AVE E
20250216	6/5/2025	Raymond Kallio	Closed	2 recliners in back yard	6/16/2025	201036660000	518 14TH AVE E
20250225	6/6/2025	Raymond Kallio	Closed	lawn	6/16/2025	201017200000	306 PRENTICE AVE
20250240	6/9/2025	Raymond Kallio	Closed	long grass and weeds	6/16/2025	201032195000	1707 BEASER AVE
20250238	6/9/2025	Raymond Kallio	Closed	lawn	6/16/2025	201002770000	316 15TH AVE W
20250234	6/9/2025	Raymond Kallio	Closed	lawn	6/16/2025	201003240000	411 14TH AVE W
20250236	6/9/2025	Raymond Kallio	Closed	lawn	6/9/2025	201002420000	320 12TH AVE W
20250258	6/10/2025	Raymond Kallio	Closed	lawn	6/16/2025	201016520000	218 MAIN ST W
20250245	6/9/2025	Raymond Kallio	Closed	long grass and weeds	6/16/2025	201021970000	602 2ND AVE W
20250241	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201043550000	719 6TH ST W
20250242	6/9/2025	Raymond Kallio	Closed	lawn		201022990000	711 3RD AVE W
20250270	6/16/2025	Raymond Kallio	Closed	long grass	6/25/2025	201006120000	801 BEASER AVE
20250271	6/16/2025	Raymond Kallio	Closed	boat		201001630000	1220 MAIN ST W
20250272	6/16/2025	Raymond Kallio	Closed	household furniture outside on terrace	6/25/2025	201043560000	715 6TH ST W

20250232	6/9/2025	Raymond Kallio	Closed	lawn		201047270000	522 SANBORN AVE
20250218	6/5/2025	Raymond Kallio	Open	lawn		201030290000	901 10TH AVE W
20250214	6/4/2025	Raymond Kallio	Open	exterior walls are not weatherproof	6/13/2025	201005330000	610 14TH AVE W
20250190	5/27/2025	Raymond Kallio	Closed	misc storage	6/12/2025	201021560000	606 PRENTICE AVE
20250191	5/27/2025	Raymond Kallio	Closed	misc storage	6/12/2025	201019180000	413 5TH AVE E
20250193	5/27/2025	Raymond Kallio	Closed	mattress	6/12/2025	201017380000	510 3RD ST E
20250198	5/28/2025	Raymond Kallio	Closed	tires	6/12/2025	201015290000	205 12TH AVE E
20250201	5/29/2025	Raymond Kallio	Closed	garbage bags, tires	6/12/2025	201020210000	522 WILLIS AVE
20250207	6/2/2025	Raymond Kallio	Closed	Bike parts and tires box of stuff	6/12/2025	201020250000	500 WILLIS AVE
20250149	5/7/2025	Raymond Kallio	Closed	debris and misc storage	6/12/2025	201014500000	123 14TH AVE E
20250225	6/6/2025	Raymond Kallio	Closed	lawn	6/16/2025	201017200000	306 PRENTICE AVE
20250264	6/12/2025	Raymond Kallio	Closed	LAWN	6/16/2025	201016240000	220 MAIN ST E
20250265	6/12/2025	Raymond Kallio	Closed	lawn	6/18/2025	201014560000	101 14TH AVE E
20250266	6/12/2025	Raymond Kallio	Closed	long grass	6/19/2025	201019190000	409 5TH AVE E
20250268	6/12/2025	Raymond Kallio	Closed	lawn	6/24/2025	201036710000	613 14TH AVE E
20250269	6/12/2025	Raymond Kallio	Open	lawn	6/12/2025	201034450000	

20250262	6/11/2025	Raymond Kallio	Closed	lawn and garbage bag	6/17/2025	201027990000	1023 VAUGHN AVE
20250263	6/11/2025	Raymond Kallio	Closed	long grass and weeds by alley	6/27/2025	201000080000	717 MAIN ST W
20250260	6/11/2025	Raymond Kallio	Open	lawn		201007720000	316 CHAPPLE AVE
20250261	6/11/2025	Raymond Kallio	Closed	lawn	6/17/2025	201028020000	1015 VAUGHN AVE
20240418	9/30/2024	Raymond Kallio	Open	Camper and misc storage		201007060000	210 MACARTHUR AVE
20250182	5/21/2025	Raymond Kallio	Closed	rubbish in the back yard	6/11/2025	201027990000	1023 VAUGHN AVE
20250174	5/20/2025	Raymond Kallio	Closed	misc storage		201006250000	814 BEASER AVE
20250176	5/20/2025	Raymond Kallio	Closed	sink in front yard	6/11/2025	201043620000	622 MACARTHUR AVE
20250177	5/21/2025	Raymond Kallio	Closed	bathtub front yard and mattress in back yard	6/11/2025	201043630000	623 MACARTHUR AVE
20250178	5/21/2025	Raymond Kallio	Closed	misc storage	6/11/2025	201030560000	1008 12TH AVE W
20250179	5/21/2025	Raymond Kallio	Closed	misc storage	6/11/2025	201030760000	1001 MACARTHUR AVE
20250180	5/21/2025	Raymond Kallio	Closed	missing house numbers and tire in backyard	6/11/2025	201043670000	605 MACARTHUR AVE

20250171	5/20/2025	Raymond Kallio	Closed	freezer	6/11/2025	201005240000	622 15TH AVE W
20250159	5/14/2025	Raymond Kallio	Closed	misc storage	6/11/2025	201044140000	714 9TH AVE W
20250203	5/29/2025	Raymond Kallio	Closed	fence and temp structures		201023010000	306 7TH ST W
20250184	5/21/2025	Raymond Kallio	Closed	rubbish and cat carpet tree by alley	6/11/2025	201022660000	714 6TH AVE W
20250185	5/21/2025	Raymond Kallio	Closed	appliances. Misc storage and messy yard	6/11/2025	201027910000	1013 4TH AVE W
20250186	5/21/2025	Raymond Kallio	Closed	old windows and plastic pipe and gutters by garage near alley	6/11/2025	201025340000	817 2ND AVE W
20250187	5/22/2025	Raymond Kallio	Open	rotting food, messy yard, misc storage		201017300000	412 3RD ST E
20250208	6/2/2025	Raymond Kallio	Closed	old refrigerator	6/10/2025	201006670000	712 11TH AVE W
20250168	5/20/2025	Raymond Kallio	Closed	tire by shed	6/10/2025	201005470000	601 11TH AVE W
20250165	5/19/2025	Raymond Kallio	Closed	tub in yard	6/10/2025	201029820000	813 11TH AVE W
20250166	5/19/2025	Raymond Kallio	Closed	wood by garage	6/10/2025	201031350000	1223 11TH AVE W
20250173	5/20/2025	Raymond Kallio	Closed	appliance in yard	6/17/2025	201005440000	613 11TH AVE W
20250173	5/20/2025	Raymond Kallio	Closed	appliance in yard	6/17/2025	201005440000	613 11TH AVE W
20250175	5/20/2025	Raymond Kallio	Closed	misc storage	6/10/2025	201031610000	1323 11TH AVE W

20250258	6/10/2025	Raymond Kallio	Closed	lawn	6/16/2025	201016520000	218 MAIN ST W
20250257	6/10/2025	Raymond Kallio	Closed	long grass on terrace and by garage	6/17/2025	201044010000	708 10TH AVE W
20250256	6/10/2025	Raymond Kallio	Closed	debris	7/1/2025	201031270000	1223 10TH AVE W
20250255	6/10/2025	Raymond Kallio	Closed	Lawn	6/17/2025	201003670000	1003 6TH ST W
20250254	6/10/2025	Raymond Kallio	Closed	long grass	6/17/2025	201004530000	522 18TH AVE W
20250253	6/10/2025	Raymond Kallio	Closed	lawn	6/23/2025	201022620000	608 7TH ST W
20250252	6/10/2025	Raymond Kallio	Closed	lawn	6/24/2025	201012380000	622 ST CLAIRE ST
20250251	6/10/2025	Raymond Kallio	Closed	long grass and vehicle parked on grass	6/17/2025	201043450000	522 9TH AVE W
20250250	6/10/2025	Raymond Kallio	Open	long grass and weeds		201002080000	
20250248	6/10/2025	Raymond Kallio	Closed	long grass on lot 7-12 on 3rd street west	6/18/2025	201001201000	1720 MAIN ST W
20250230	6/9/2025	Raymond Kallio	Closed	tires stored outside	6/10/2025	201031180000	1108 BEASER AVE
20250227	6/6/2025	Raymond Kallio	Closed	Lawn		201002890000	1600 3RD ST W
20250229	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201004770000	617 18TH AVE W
20250230	6/9/2025	Raymond Kallio	Closed	tires stored outside	6/10/2025	201031180000	1108 BEASER AVE
20250228	6/9/2025	Raymond Kallio	Closed	long grass, weeds	6/12/2025	201043180000	504 3RD ST W
20250231	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201004810000	601 18TH AVE W

20250226	6/6/2025	Raymond Kallio	Closed	grass		201001661000	223 11TH AVE W
20250232	6/9/2025	Raymond Kallio	Closed	lawn		201047270000	522 SANBORN AVE
20250233	6/9/2025	Raymond Kallio	Closed	long grass	6/23/2025	201047283000	2118 6TH ST W
20250236	6/9/2025	Raymond Kallio	Closed	lawn	6/9/2025	201002420000	320 12TH AVE W
20250234	6/9/2025	Raymond Kallio	Closed	lawn	6/16/2025	201003240000	411 14TH AVE W
20250235	6/9/2025	Raymond Kallio	Closed	lawn	7/1/2025	201003380000	408 14TH AVE W
20250238	6/9/2025	Raymond Kallio	Closed	lawn	6/16/2025	201002770000	316 15TH AVE W
20250237	6/9/2025	Raymond Kallio	Closed	long grass and weeds	6/17/2025	201001160000	1700 MAIN ST W
20250240	6/9/2025	Raymond Kallio	Closed	long grass and weeds	6/16/2025	201032195000	1707 BEASER AVE
20250239	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201002950000	321 17TH AVE W
20250246	6/9/2025	Raymond Kallio	Closed	long grass		201043470000	703 7TH ST W
20250247	6/9/2025	Steve Schraufnagel	Open	fire		201002380000	1104 3RD ST W
20250242	6/9/2025	Raymond Kallio	Closed	lawn		201022990000	711 3RD AVE W
20250241	6/9/2025	Raymond Kallio	Closed	lawn	6/17/2025	201043550000	719 6TH ST W
20250245	6/9/2025	Raymond Kallio	Closed	long grass and weeds	6/16/2025	201021970000	602 2ND AVE W
20250244	6/9/2025	Raymond Kallio	Closed	rubish and back porch. rental registration	6/30/2025	201022040000	620 3RD AVE W
20240203	7/15/2024	Raymond Kallio	Open	messy yard		201002400000	314 12TH AVE W

20250197	5/28/2025	Raymond Kallio	Closed	misc	6/16/2025	201021590000	619 5TH AVE E
20250226	6/6/2025	Raymond Kallio	Closed	grass		201001661000	223 11TH AVE W
20250225	6/6/2025	Raymond Kallio	Closed	lawn	6/16/2025	201017200000	306 PRENTICE AVE
20250224	6/6/2025	Raymond Kallio	Closed	lawn	6/17/2025	201018170000	412 13TH AVE E
20250227	6/6/2025	Raymond Kallio	Closed	Lawn		201002890000	1600 3RD ST W
20250223	6/5/2025	Raymond Kallio	Closed	lawn	6/17/2025	201003700000	505 10TH AVE W
20250216	6/5/2025	Raymond Kallio	Closed	2 recliners in back yard	6/16/2025	201036660000	518 14TH AVE E
20250217	6/5/2025	Raymond Kallio	Open	exterior walls are not weatherproof, expired permit 5/16/2025		201005970000	815 15TH AVE W
20250218	6/5/2025	Raymond Kallio	Open	lawn		201030290000	901 10TH AVE W
20250219	6/5/2025	Raymond Kallio	Closed	tires	6/24/2025	201013770000	522 LAKE SHORE DR E
20250220	6/5/2025	Raymond Kallio	Open	Tires		201011310000	1301 LAKE SHORE DR E
20250221	6/5/2025	Raymond Kallio	Open	tires		201011310000	1301 LAKE SHORE DR E
20250222	6/5/2025	Raymond Kallio	Open	lawn , house number, steps		201006210000	1216 8TH ST W
20240488	11/7/2024	Raymond Kallio	Closed	rubbish and tires	6/2/2025	201013920000	701 MAIN ST E
20250124	4/24/2025	Raymond Kallio	Closed	debris	5/23/2025	201045320000	1100 6TH AVE W

20250214	6/4/2025	Raymond Kallio	Open	exterior walls are not weatherproof	6/13/2025	201005330000	610 14TH AVE W
20250215	6/4/2025	Steve Schraufnagel	Open	fire and damaged homes		201047320000	WHISPERING PINES COMMUNITY 8th Ave W and 17th Ave W
20250209	6/4/2025	Raymond Kallio	Closed	Lawn		201035870000	412 26TH AVE E
20250210	6/4/2025	Raymond Kallio	Open	missing siding, long grass		201034460000	2102 MAIN ST E
20250211	6/4/2025	Raymond Kallio	Open	exterior wall not weatherproof		201023430000	709 2ND AVE E
20250212	6/4/2025	Raymond Kallio	Open	exterior wall is not weatherproof		201038830000	1214 MACARTHUR AVE
20250213	6/4/2025	Raymond Kallio	Open	exterior walls are not weatherproof		201039180000	1015 14TH AVE W
20250208	6/2/2025	Raymond Kallio	Closed	old refrigerator	6/10/2025	201006670000	712 11TH AVE W
20250207	6/2/2025	Raymond Kallio	Closed	Bike parts and tires box of stuff	6/12/2025	201020250000	500 WILLIS AVE
20250204	6/2/2025	Raymond Kallio	Open	needs siding on garage and house missing house numbers		201050350000	4009 LAKE PARK RD
20250205	6/2/2025	Raymond Kallio	Open	exterior walls-missing siding		201034730000	2810 MAIN ST E

20250206	6/2/2025	Raymond Kallio	Open	exterior walls-missing siding		201033750000	2705 MAIN ST E
20250130	4/25/2025	Raymond Kallio	Closed	furniture in yard	6/2/2025	201034320000	2020 MAIN ST E
20250152	5/8/2025	Raymond Kallio	Closed	misc storage	6/2/2025	201014530000	113 14TH AVE E
20250157	5/12/2025	Raymond Kallio	Closed	tires by garage	6/2/2025	201014560000	101 14TH AVE E
20250147	5/7/2025	Raymond Kallio	Closed	vehicle front yard	6/2/2025	201027660000	1001 ELLIS AVE
20250167	5/20/2025	Raymond Kallio	Closed	tire drainage	6/2/2025	201005410000	621 11TH AVE W
20250161	5/15/2025	Raymond Kallio	Closed	misc storage		201005580000	701 11TH AVE W
20250163	5/16/2025	Raymond Kallio	Closed	misc storage		201011550000	1407 FRONT ST E

Total Records: 208

7/3/2025

AIRPORT COMMISSION MEETING MINUTES: **Thursday, May 22, 2025**

1. Roll Call

PRESENT: Orensten, Coffey, Huber, Ortman (arrived at 4:33)

ABSENT: Ellefson(Excused)

ALSO PRESENT: Airport Manager Derek Hall

2. Approval of Minutes

- a. Approve Minutes from March 20, 2025 Airport Commission Meeting
Motion to approve: Coffey
Second: Huber
Vote (Voice): Passes unanimously (3-0) (Ortman not yet present)

3. Citizen Participation Period

No members of the public present.

4. Commission Items

- a. Discussion and Approval of Overnight Ramp Fees
Hall explained the previous meeting discussion on this topic. Hall proposed fees would be for \$50 turboprop and \$100 for turbine aircraft. Hall also proposed waiving the fees with 100 gallon fuel purchase for turboprop and 200 gallon for jet aircraft.

Coffey asked about making the classes of jets different fees, just so they are being treated fairly, larger aircraft paying more. He also stated that a 200 gallon purchase for a small jet would be a lot. Hall said he would be agreeable to split the fees for jets by class. Coffey also suggested not completely waiving the fees, rather cutting the the overnight fee by half with a fuel purchase.

Huber asked how that compared to other airports in WI. Hall stated that it is about average.

Motion to approve the proposed fees; \$50 for a turboprop and \$100 for a turbine aircraft at the Airport Manager's discretion: Huber
Second: Ortman
Vote (Voice): Passes unanimously (4-0)

b. Approval of Hangar Lot Lease for Tenant

Applicant is Paul Mika. He wanted to move the hangar under an LLC rather than his own name. The previous lease was undersized for the actual dimensions of the lease, the new lease has been updated for the correct charge based on the square footage of the hangar.

Motion to approve the lease: Huber

Second: Ortman

Vote (Voice): Passes Unanimously (4-0)

c. Discussion of Personal Property Tax Plan and Lot Surveys

Hall reported the developments since the last meeting. Karl Kemper stated that he believes that he can get the hangar lots surveyed for pennies-on-the-dollar since surveyors will be at the airport for the runway project. Ashland County's Land Office has stated they would accept those surveys to generate property ID numbers and the city can start assessing the hangars. The question was asked by the County if the empty lots on the master plan would be surveyed now or wait. Kemper recommended waiting. Hall asked the commission if a new hangar was built, who would pay for the survey?

Commission discussion on the survey of empty lots landed on not surveying and waiting for the situation of construction of a new hangar before deciding who pays for the survey of the new lot.

d. Update of Runway 02/20 Rehabilitation Project Status

There is a Pre-Construction meeting on June 4th at the Airport Terminal. Construction start date is June 16th, target finish date of September 5th. Hall reviewed the timeline of the project phases with the Commission. The cross runway will only be closed while the intersection is being worked on, otherwise the shorter runway will remain open for use. McCabe Construction stated their wish to use the Terminal Conference Room as an office during construction, stating that they would pay the airport \$6,000 for use of the space. They also were wanting to place a few campers on the property during the project.

5. Closed Session

- a. Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (J Radosevich notice of claim dated March 24, 2025)

Motion to go into closed session, allowing Derek Hall to remain: Huber

Second: Ortman

Vote (Voice): Passes unanimously (4-0)

Report of Closed Session: No action was taken by the Commission in Closed Session.

Motion to exit closed session:

Second:

Vote (Voice): Passes Unanimously (4-0)

6. Airport Manager's Report

Hall reported that a vagrant had been discovered in the terminal for a night or two. Bill Moore was covering at the time, and found the person around the terminal. The Police were called and removed the person from the property. Orensten asked if the Police should be coming back out and locking the facilities again as they have in the past. Coffey said they could install a coded door and that is given to all pilots so they can access the doors. Hall said he'd look into options and report back.

Runway lights are repaired on 13/31.

Hall met with the FAA and BOA about the 5-year plan. Hall is hoping to have the secondary runway (02/20) worked on/reconstructed in the next few years. Previously, the FAA was not offering funds for secondary runways, but is now providing funding, Hall is pursuing. He also mentioned funding for a parallel taxiway along 02/20, and will report further.

Hall reported that one of the gates are inoperable due to a broken pipe. Hall is hoping to have the Public Works shop weld the pipe to make the fix.

Hall reported that he'd like the garage/hangar doors inspected and maintenance done in the near future.

Hall reported the petition to the BOA passed the county and will be going to the City Council on Tuesday, 5/27. After that meeting, they petition can be submitted.

Bruce Nelson, a long-term pilot, is leaving the aviation world. John Sill purchased the aircraft, and Bruce is looking to sell his hangar. Hall mentioned that he has a few people interested.

Hall brought a new POS system online and works significantly better at a cost of approximately \$30 per year.

7. Approval of Bills

- a. Approve Bills: Dated May 22, 2025
Motion to approve the bills: Coffey
Second: Huber
Vote (Voice): Passes unanimously (4-0)

8. Set Next Meeting Date

June 26, 2025 at 4:30 at the JFK Memorial Airport Terminal

9. Adjournment

Motion to adjourn: Huber

Second: Coffey

Vote (voice): Passes unanimously (4-0)

Ref: 2025-158

COUNCIL AGENDA: 8.A.
(7/8/2025)

SUBJECT: Approve a Development Agreement between the City of Ashland and Vision, Inc. for Development of the Former Roffers Site (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
City Administrator
Finance Director
City Attorney

EXHIBITS: 1. Development Agreement between the City of Ashland and Vision, Inc.

EXPENDITURES REQUIRED: Approximately \$3,500,000 of debt issuance

AMOUNT BUDGETED: -0-

APPROPRIATION REQUIRED: Debt payments from future Tax Increment Revenues - District 11

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that Vision, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: Staff introduced this item to Council during a closed session at the January 28th, 2025 Council meeting. The Council was supportive of the proposed development at that time. Since then staff and the developer have continued to refine the development agreement.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development agreement is consistent with the Comprehensive Plan. The agreement is for the

City to transfer the former Roffers site to developer Vision, Inc. who would redevelop the site with a multi-family land use. The Comprehensive Plan calls for "careful disposition of vacant land." Part 1 of the Comprehensive Plan also includes the goal to "Diversify and Upgrade via Infill Housing." The development agreement provides for the reuse of an urban infill site close to the downtown where utilities are readily available. The plan encourages projects such as the one proposed and recognizes that the City will also need to provide incentives in many cases to get projects done. The plan states that there is a need for additional housing options within the City. The proposed project is consistent with the Comprehensive Plan in that it is a redevelopment of a vacant former brownfield site with much-needed infill apartment housing.

SUMMARY STATEMENT:

City staff and developer Vision, Inc. are requesting that the Council consider and approve the City entering into a development agreement with developer Vision, Inc. for the redevelopment of the former Roffers site on Beaser Avenue. The agreement provides that the City will transfer the property to the developer who would develop the site as a multi-family land use with associated access and parking areas, open spaces, and stormwater management. The agreement defines the responsibilities of the City and of the developer and explains how the transfer of the property will occur. The agreement states that the developer is interested in constructing not less than 130 residential housing units, ranging from studio to two-bedroom units. The agreement also provides for development incentives for the project. These would consist of a \$3,000,000 development grant paid from G.O. Bonds and a total of \$3,500,000 in Tax Increment Grants paid in annual installments from the available tax increment paid to the developer after the First Priority Charge (debt service and utility relocation costs) is paid. The agreement provides a process in the event of default. Several exhibits with relevant information are included with the agreement. Exhibit E (the Real Estate Tax Agreement) includes minimum equalized values expected at various points (January 1st, 2026, January 1st, 2027, and January 1st, 2028). If the equalized value of the Project ends up less than the Minimum Value or if the real estate tax is less than the Minimum Tax, the developer would make payments in lieu of taxes. The developer, City Attorney, City Administrator, Finance Director, and Financial Advisor (Ehlers, Inc.) have all reviewed the draft agreement. Staff requests Council approval of the agreement as proposed.

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF ASHLAND, WISCONSIN
AND
_____, LLC.

DATED AS OF _____, 2025

TABLE OF CONTENTS

	Page
Section 1. Definitions, Exhibits, Rules of Interpretation	1
1.01 Definitions	1
1.02 Exhibits	3
1.03 Rules of Interpretation	4
Section 2. Representations and Warranties.....	4
2.01 Representations and Warranties by the City.....	4
2.02 Representations and Warranties by the Developer	4
Section 3. Sale of the Property.....	5
3.01 Evidence of Title.....	5
3.02 Title Examination.....	6
3.03 Real Estate Taxes.....	6
3.04 Conveyance of Property.....	6
Section 4. Improvements; Real Estate Tax Agreement.	8
4.01 Construction Plans.....	8
4.02 Commencement and Completion of Construction	8
4.03 City's Obligation to Proceed	8
4.04 Certificate of Completion	8
4.05 Improvements	9
4.06 Payment for Improvements.	9
4.07 Real Estate Tax Agreement.	11
Section 5. Insurance; Transfer; Indemnification.....	12
5.01 Insurance.....	12
5.02 Reconstruction	12
5.03 Representation as to Development	13
5.04 Prohibitions Against Transfer of Property and Assignment of Agreement.....	13
5.05 Release and Indemnification Covenants.....	14
Section 6. Events of Default	14

6.01	Events of Default Defined	14
6.02	Remedies on Default	15
6.03	No Remedy Exclusive	17
6.04	No Additional Waiver Implied by One Waiver.....	15
6.05	Agreement to Pay Attorneys' Fees and Expenses.	15
Section 7.	Additional Provisions.....	16
7.01	Notices and Demands	16
7.02	Counterparts.....	18
7.03	Amendments.....	16

DEVELOPMENT AGREEMENT

THIS AGREEMENT, effective as of the date of execution, is by and between the CITY OF ASHLAND, a municipal corporation under the laws of the State of Wisconsin, hereinafter referred to as the "City", and _____, LLC, a limited liability company under the laws of the State of Wisconsin, hereinafter referred to as "Developer."

R E C I T A L S:

WHEREAS, the City owns an approximately 4.25-acre parcel located between 11th Avenue West and Beaser Avenue in Ashland; County parcel 201-00356-0000. (the "Property", legally described in Exhibit A), and the City has desired residential, multifamily development at the Property and has issued multiple requests for proposals ("RFP's") to solicit interest from private developers; and

WHEREAS, Developer is interested in constructing not less than 130 residential housing units, ranging from studio to two-bedroom units, including on-site parking (the "Project"); and

WHEREAS, the City has been unable to secure a viable proposal from its RFP processes and desires the construction of the Developer's proposed Project; and

WHEREAS, the City shall provide financial assistance, including the provision of the Property, to the Project to reduce the funding gap in the Project and render the Project financially feasible;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

Section 1. Definitions, Exhibits, Rules of Interpretation.

1.01 Definitions. In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

"Agreement" means this Development Agreement by and between the City and Vision Inc., as the same may be from time to time amended.

"Available Tax Increment" has the meaning as defined in Section 4.06B.

"Certificate of Completion" means the certification, in the form of the Certificate attached as Exhibit B hereto, provided to the Developer pursuant to Section 4.04 of this Agreement, upon satisfactory completion of the Private Improvements.

"City" means the City of Ashland, Wisconsin.

“City Resolution” means the resolution or resolutions of the City Council of the City providing for the G.O. Bonds-Contribution Payments, sale of the Property, zoning changes, and the TID-Contribution Payments.

“Construction Plans” means the construction plans on all construction work to be performed by the Developer on the Property pursuant to this Agreement.

“Contribution Payments” means the G.O. Bonds-Contribution Payments and the TID-Contribution Payments.

“Developer” means _____, LLC, a limited liability company owned in whole or in part by Vision Inc., or their successors or permitted assigns under this Agreement.

“Development Grant” has the meaning as defined in Section 4.06A.

“District” means Tax Incremental District Number 11, a 27-year tax increment district to be created by the City..

“First Priority Charge” means the amount of the debt service on the G.O. Bonds and payment for the Utility Relocation for the next ensuing fiscal year of the City. Funding mechanisms may include, but are not limited to, debt issuance or advances from internal funding sources. The City shall pay the First Priority Charge prior to paying Tax Increment Grants

“G.O. Bonds” means the taxable general obligation or other obligations to be sold by the City in an approximate amount of \$3,000,000, which will be the source of funds for payment to the Developer of the Development Grant, plus a portion of the costs of issuance, discount and capitalized interest; and any bonds thereafter issued to refund the G.O. Bonds.

“Improvements” means the construction of not less than 130 apartment units and related site work, utilities, soil corrections and parking to be located on the Property, as set forth in the Construction Plans and described in Section 4 hereof, the costs of such improvements are expected to be in excess of \$30,000,000.

“Project” means the Property inclusive of all Improvements.

“Property” means the real property described in Exhibit A attached hereto and located within the boundaries of the City.

“Real Estate Tax Agreement” means the Real Estate Tax Agreement among the Developer and the City in substantially the form set forth in Exhibit F hereto, as originally executed and thereafter as amended by the parties thereto.

“Schedule” means the tentative schedule for the elements of the development contemplated by this Agreement, as set forth in Exhibit C.

“Tax Increment” means the tax increment of the District derived from the Property and the Improvements thereon which have been received and retained by the City from taxes paid by the Developer, in accordance with the TID Act.

“Tax Increment Grants” means the Tax Increment Grants as defined in Section 4.06B.

“Tax Increment Project Plan” means the Tax Increment Project Plan, as amended, for the District.

“Termination Date” means the earlier of the following: (i) December 31, 2053 or (ii) such earlier date agreed to by the parties hereto.

“TID Act” means Wisconsin Statutes, Section 66.1105, as amended.

“TID–Contribution Payments” means the TID–Contribution Payments subject to and pursuant to the City Resolution but only to the extent of Available Tax Increment, subject to Sections 4.06B and 4.06C and further subject to future annual budgetary appropriations described in Section 2 of the City Resolution.

“Transfer” has the meaning given in Section 5.04A. of this Agreement.

“Unavoidable Delays” means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being constructed, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local government (other than the City) which directly results in delays.

“Utility Relocation” means the relocation of City Utilities including Water and Sanitary Sewer lines currently located under the Property. The City and the Developer understand that the Project is contingent on the Utility Relocation occurring per Section 4.03C of this Agreement.

1.02 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A	Legal Description of Property
Exhibit B	Form of Certificate of Completion
Exhibit C	Schedule of Project Development Dates
Exhibit D	Sources and Uses Budget
Exhibit E	Real Estate Tax Agreement
Exhibit F	Estimated TID Cash Flow

1.03 Rules of Interpretation.

A. This Agreement and the other agreements executed by the parties in connection with the Property shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

B. The words herein and hereof and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

C. References herein to a particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

D. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

E. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provisions, and to this end the provision of this Agreement are declared to be severable.

Section 2. Representations and Warranties.

2.01 Representations and Warranties by the City. The City represents and warrants that:

A. The City is a public body, corporate and politic, organized under the laws of Wisconsin.

B. The City has the power to enter into this Agreement and carry out its obligations hereunder pursuant to the powers granted to it by the Wisconsin Constitution and State law.

C. The City will submit a grant application as soon as is practicable to the Wisconsin Economic Development Corporation Idle Sites Grant, requesting not less than \$250,000 to support the development of the Project.

D. Subject to the Developer remaining in compliance with all the terms and provisions of this Agreement and prior to commencement of construction of Improvements, the City will waive any City fees associated with the connection of the Project to public utility infrastructure, including water and sanitary services.

2.02 Representations and Warranties by the Developer. The Developer represents and warrants that:

A. The Developer understands that the City is relying upon the credentials and reputation of Vision Inc. as the developer of the Project, and thus attests that:

(i) _____, LLC is a Wisconsin limited liability company, duly organized and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its organizational documents or the laws of the State of Wisconsin, is duly qualified to do business in the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by proper corporate action.

(ii) Vision Inc. is a corporation duly organized and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its organizational documents or the laws of the State of Wisconsin, is duly qualified to do business in the State of Wisconsin.

(iii) The individual(s) executing this Agreement and related agreements and documents on behalf of Developer have the authority to do so and to bind Developer by their actions.

B. The Developer will construct Improvements and the Developer will own, operate and maintain the Project upon the Property (or will cause the operation and maintenance of the Project) in accordance with the terms of this Agreement.

C. The Developer will use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

D. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any restriction of the Developer, or any indebtedness, agreement or instrument of whatever nature to which the Developer, is now a party or by which it is bound, or will constitute a default under any of the foregoing.

E. The Developer expects that the estimated market value for real estate tax purposes for the Improvements upon completion of the Project will be at least \$30,000,000.

F. The Developer, or its permitted assigns, agrees to own, operate and maintain the Project as a multifamily rental apartment building consisting of not less than 130 units through the Termination Date.

Section 3. Sale of the Property.

3.01 Evidence of Title. At least thirty (30) days prior to Closing, the City will, at the Developer's sole expense, deliver the following to the Developer (collectively the "Evidence of Title"):

A. A commitment from a title insurance company and agent selected by the Developer ("Title") to issue an ALTA Owner's Policy of Title Insurance insuring Developer's title to the Property (the "Title Commitment") and copies of or internet access to copies of all recorded documents referenced on Schedule B-2 of the Title Commitment (the "Title Documents").

B. An ALTA/ACSM Land Title Survey created by an agent selected by the Developer that includes the Property (the "Survey"). The Survey will be certified to Developer, Developer's lender(s) and Developer's title insurer.

3.02 Title Examination. Within seven (7) business days after Developer's receipt of both the Title Commitment and the Survey, or within seven (7) business days after Developer's discovery of a defect in the marketability of City's title to the Property which defect is not reasonably ascertainable from the Evidence of Title, Developer may give City written notice that Developer objects to one or more alleged defect(s) in the marketability of City's title to the Property (each an "Objection") and request that City make City's title marketable before the Date of Closing. If Developer does not notify City of Developer's Objection to a defect in the marketability of City's title within the time period set forth in this section, such defect shall become a Permitted Encumbrance pursuant to Section 3.04 B. If any Objection is so made, City shall have ten (10) business days from receipt of Developer's Objection to notify Developer whether City will or will not attempt to make City's title to the Property marketable by the Date of Closing. If City does not notify Developer that City will attempt to make City's title marketable within said ten (10) business days, Developer may terminate this Agreement by delivering written notice to such effect to the City within fifteen (15) business days of its delivery of the written Objection to the City. If City notifies Developer that City will attempt to make City's title marketable but City is unable to do so prior to the Date of Closing, Developer may terminate this Agreement as hereinbefore provided. If City notifies Developer that City will attempt to make City's title marketable and City does so on or before the Date of Closing, the parties will proceed to close pursuant to the terms of this Agreement.

3.03 Real Estate Taxes. The parties will pay the real estate taxes as follows:

A. The City will pay the real estate taxes including special assessments, if any, and any penalties and interest thereon due and payable with respect to the Property for all years prior to the year in which the Date of Closing occurs;

B. Developer and City will prorate the real estate taxes that are due and payable in the year the Date of Closing occurs on a per-diem basis, to the Date of Closing; and

C. Developer will pay all real estate taxes that are due and payable in the years following the year of closing.

3.04 Conveyance of Property.

A. Purchase. Upon satisfactory review by Developer of the title to the Property, as described in Section B below, and subject to the following provisions of Section 3.04 C and 3.04 D the City shall convey to the Developer by quit claim deed all interests of the City in the Property, for the purchase price in the sum of One and No 100ths Dollars (\$1.00) (“Purchase Price”).

B. Conveyance Terms. Conveyance of the Property is subject to Developer’s review and approval of the following:

- i. building, zoning and subdivision statutes, laws, ordinances and regulations;
- ii. reservations of minerals or of mineral rights in favor of the State of Wisconsin, if any;
- iii. the lien of real estate taxes and special assessments not yet due and payable;
- iv. the encumbrances described in the Evidence of Title (the “Existing Encumbrances”); and
- v. any matters which become Permitted Encumbrances pursuant to this Section 3.04 B of this Article (hereinafter, collectively, the “Permitted Encumbrances”).

C. Conditions Precedent. The City will not be obligated to convey the Property to Developer unless:

- i. the Developer is in compliance with all the terms and provisions of this Agreement on the Date of Closing; and
- ii. the Developer has provided the City with adequate evidence that Developer has secured a letter of intent from a lender to provide construction financing for the Project.

D. Closing. The Parties will meet at a location and at a time to which they have mutually agreed upon on the Date of Closing, at which time :

- i. The City will execute and/or deliver to the closing agent for recording in the appropriate county land records any documents necessary to correct defects in City's title to the Property, subject only to Permitted Encumbrances;
- ii. The City will execute and deliver to Developer the deed described in Section A above. The Developer will be responsible for the costs of recording the deed;
- iii. The City will execute and deliver to Developer and Developer's title insurer, if any, such other documents as are customary for a seller to deliver in conjunction with a commercial real estate closing;
- iv. The City will deliver to Developer an appropriate resolution of the City authorizing City's conveyance of the Property to Owner; and
- v. The Developer will execute and deliver all such documents as are customary for a buyer to deliver in conjunction with a commercial real estate closing.
- vi. The parties will each pay its own portion of closing costs.

Section 4. Improvements; Real Estate Tax Agreement.

4.01 Construction Plans. Prior to initiating construction of the Improvements, the Developer shall submit to the City Administrator the plans for the Improvements for City approval. Such plans shall include the following: (a) site plans; (b) floor plans; (c) elevations and (d) building design and exterior material. The Developer agrees that it will construct the Improvements on the Property in conformance with the Construction Plans. The Developer agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Construction Plans. If the Developer desires to make any material modification to the scope, size or cost of the Project in the Construction Plans, the Developer shall submit the proposed change to the City for its approval. The Developer may not proceed with such material modification unless it is approved by the City. If the Construction Plans, as modified by the proposed change do not constitute a material modification to the scope, size or cost of the Project, the City shall be informed of the proposed change. Such non-material change in the Construction Plans shall be deemed approved by the City unless rejected in writing within ten (10) days by the City with a statement of the City's reasons for such rejection.

4.02 Commencement and Completion of Construction. Subject to Unavoidable Delays and subject to obtaining financing satisfactory to the Developer, the Developer shall commence construction on the Improvements by December 31, 2025, or such other date as the parties hereto shall agree in writing. Subject to Unavoidable Delays, the Developer shall have completed the Improvements no later than June 30, 2027. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans and in compliance with all applicable federal, state, and local laws, ordinances, regulations and requirements.

The Developer agrees that the Developer shall promptly begin and diligently pursue to completion construction of the Improvements, and that such construction shall in any event be commenced and completed within the period specified in this Section of the Agreement.

4.03 Each Party's Obligation to Proceed.

(A) City's Obligation. The City's obligation to proceed under this Development Agreement is contingent upon the following:

(1) The Developer shall have closed on its financing for the Project and demonstrated, by way of Loan Agreement and copy of the Promissory Note to the Lender (as outlined in the Sources and Uses Budget) on or before December 31, 2025, unless otherwise extended by mutual agreement of both parties in writing.

(B) Developer's Obligation. The Developer's obligation to proceed under this Development Agreement is contingent upon the following:

(1) The Ashland City Council shall have approved the issuance of the G.O. Bonds-Contribution Payments and the TID-Contribution Payments to be used for the Development Grant and the Tax Increment Grants described in Section 4.06 hereof on or before December 31, 2025, unless otherwise extended by mutual agreement of both parties in writing.; and

(2) The City shall complete the Utility Relocation for the City-owned Utilities currently located under the Property on or before June 30, 2026, unless otherwise extended by mutual agreement of both parties in writing.

(C) Termination.

(1) If the Developer does not complete its obligation under Section (A)(1) above by the deadline (or as extended), the City may terminate this Agreement without further action of the parties, unless otherwise agreed to by the parties, and the Developer shall transfer the Property back to the City at no additional cost to the City. In such an event, the City shall not be responsible for any costs, expenses, damages, time or other damages incurred as a result of termination of this Agreement, except for the City's indemnification obligations.

(2) If the City does not complete its obligations under Sections (B)(1) and (2) above by the deadline (or as extended), and the Developer has fulfilled its obligation under Section (A)(1) above, then the Developer may terminate this Agreement without further action of the parties, unless otherwise agreed to by the parties, and the Developer shall transfer the Property back to the City at no additional cost to the Developer. In such an event, the Developer shall not be responsible for any costs, expenses, damages, time or other damages incurred as a result of termination of this Agreement, except for the Developer's indemnification obligations.

(D) Notwithstanding the above, both parties shall cooperate to extend the deadline for the contingencies in this Section if the request for extension is reasonable and required. Both parties shall work in good faith to try to avoid any termination allowed under Section (C) above.

4.04 Certificate of Completion. A. Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the City will furnish the Developer with a Certificate of Completion, in substantially the form set forth in Exhibit B attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Improvements.

4.05 Improvements.

A. The Developer shall undertake the acquisition of the Property and the construction of the Improvements. The Improvements shall consist of site assembly and site preparations, soil correction, below grade foundations, including excavation and filling, underground utilities, storm water drainage, parking improvements and engineering plans, soil tests and related costs in preparing for such work, and the construction of not less than 130 residential apartments, as provided for pursuant to the Tax Increment Project Plan. The cost of the Improvements in an amount not to exceed \$6,500,000 shall be paid by the Developer and reimbursed by the City to the Developer through the Development Grant and the Tax Increment Grants at the times and in the manner, and upon receipt of the documents required in this Section 4.05 and in Sections 4.06 and 4.07. The Developer shall pay, without reimbursement, any Improvement costs in excess of such amount. The Developer shall provide the City with copies of the paid invoices evidencing the Developer's actual expenditures in undertaking the Improvements.

B. Upon expenditures of the amount described in subparagraph A above, the City's obligation and responsibilities with respect to the Improvements shall terminate. The City shall have no liability to the Developer or a third party resulting from any defect in the construction of the Improvements or the completion of the Improvements if the amount described in subparagraph A above is insufficient therefor. The Developer shall maintain the Improvements after completion of construction. The Developer agrees to indemnify, defend and hold harmless the City, its officers, employees and agents, from any and all claims or causes of action resulting from any alleged defect in the design or construction of the Improvements.

4.06 Payment for Improvements.

A. Upon the conditions set forth in Section 4.03 and the Developer providing the information required in subparagraph 4.05, the City shall pay a development grant in the amount of \$3,000,000 (the "Development Grant") to the Developer to reimburse expenses, but solely from the G.O. Bonds-Contribution Payments, incurred for the Improvements, as follows:

<u>Estimated Payment Date</u>	<u>Amount of Payment</u>	<u>Condition for Payment</u>
-------------------------------	--------------------------	------------------------------

1.	October 15, 2025	\$1,500,000	- Building Permit Issued - Commencement of Construction - Document at least \$3,000,000 of Improvement costs
2.	December 15, 2025	\$1,000,000	Document at least \$2,000,000 Improvement costs, not included in paragraph 1 above
3.	January 15, 2026	\$500,000	Document at least \$1,000,000 of Improvement costs, not included in paragraph 1 and 2 above

B. Upon the City issuing the Certificate of Completion and the Developer providing copies of the paid invoices and other documents required under Section 4.05, the City agrees to provide Tax Increment Grants as provided in this Section 4.06B subject to the limitations set forth in Section 4.06B through Section 4.06E (the “Tax Increment Grants”). Subject to the limitations hereinafter set forth, in order to encourage the Developer to develop the Improvements in the District, the City will provide the Developer Tax Increment Grants in the maximum amount of \$3,500,000 payable annually in installments solely from the Available Tax Increment and to the extent that the City has appropriated and paid the First Priority Charge prior to a Payment Date. The Available Tax Increment will mean 90% of the Project Tax Increment. The Project Tax Increment means the Tax Increment of the District derived from the Improvements and the Property which have been received and retained by the City from taxes paid by the Developer and payments under the Real Estate Tax Agreement for each applicable year, less the First Priority Charge. Payments of Available Tax Increment, based on the development schedule, are expected to commence on October 1, 2028, and shall continue on each subsequent October 1 (the “Payment Date”) until the earlier of (i) the Tax Increment Grants have been paid to the Developer in the aggregate maximum amount of \$3,500,000; or (ii) October 1, 2053. The amount of the Available Tax Increment and the Tax Increment for each year shall be calculated by the City’s Finance Department or designee. The annual Tax Increment Grants shall be subject to (i) the Developer’s completion of the Improvements and the Developer providing the documentation for the Improvements required in Section 4.05, as evidenced by the City and the Developer executing the Certificate of Completion for the Improvements; and (ii) the Developer shall be Operating the Improvements as of the July 1 prior to the applicable Payment Date. For purposes of this Section 4.06, “Operating the Improvements” means the Developer is operating the Project, as defined.

C. The Developer acknowledges and agrees, as provided in Section 4.06B, that the Tax Increment Grant payments to the Developer are to be made only as, and to the extent that, the City shall be able to receive and retain Available Tax Increment, that the City has appropriated and paid the First Priority Charge prior to the Payment Date specified in City Resolution and Project Tax Increment shall be payable in the priority set forth in Section 4.06B herein. The City shall not be obligated to make any payment or any further payment or payments as provided in Section 4.06B if there is an Event of Default by the Developer under this Agreement which has not been cured.

D. Tax Increment generated from the Project will very likely vary from the projections set forth in Exhibit F hereto, based on such factors as: (i) change in Wisconsin Statutes affecting tax increment, tax levies and levy limits, real estate tax classifications and other such laws; (ii) failure of the Developer to pay real estate taxes on time; and (iii) reduction in values of properties within the District. Such changes may cause the anticipated Tax Increment to be less than projected in any year. To the extent there are insufficient amounts of Tax Increment available to pay for the permitted items set forth above, such insufficient amounts shall be deferred and paid in subsequent years, if Tax Increments are thereafter available; provided, however, no payments of Available Tax Increment shall be made after December 31, 2053.

E. The City and the Developer understand and agree that the City will receive Tax Increment for the District based on annual form PC-202 provided to the State of Wisconsin under the TID Act. The City shall, with the assistance of the City's Finance Department or designee, calculate annually on or before September 1 of each year commencing in 2027, and provide to the Developer as soon thereafter as practical, a report showing the Tax Increment for the District, the Tax Increment for the Project, and the Available Tax Increment for payment under Section 4.06B. The Developer shall have 14 days after receipt of such calculation to question the amounts therein in writing, or the calculation shall be deemed to be accurate and final.

4.07 Real Estate Tax Agreement. On or prior to commencement of construction, the Developer and the City shall enter into the Real Estate Tax Agreement, attached as Exhibit E. The purpose of such agreement is to ensure that the Tax Increment generated each year from the Improvements, together with payments from the Developer under such Real Estate Tax Agreement, provides the City at least \$_____ per year commencing in 2028 through the termination date, as defined in the Real Estate Tax Agreement, plus the value of the Property. The Developer shall cause the Real Estate Tax Agreement to be recorded in the Office of the Register of Deeds of Ashland County, at the Developer's cost and such recording shall be prior in time to any mortgage on the Property.

Section 5. Insurance; Transfer; Indemnification.

5.01 Insurance.

A. The Developer will provide and maintain at all times during the process of construction of the Improvements an "All Risk Broad Form Basis" insurance policy and from time to time during that period at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the insurable value of the Private Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City; and

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual

liability insurance) with limits against injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy.

B. Upon completion of construction of the Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City, shall furnish proof of the payment of premiums on insurance as follows:

(i) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses;

(ii) Comprehensive general public liability insurance including personal injury liability (with employee exclusion deleted) against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000;

(iii) Such other insurance including workers' compensation insurance respecting all employees of the Developer in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

C. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State of Wisconsin to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to the Developer and the City at least 10 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Improvements.

D. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required hereby, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. All policies evidencing insurance required by this subparagraph with respect to the Improvements shall be carried in the names of the Developer, and the holder of any Mortgage, as their respective interests may appear.

E. The Developer and the City agree that all of the insurance provisions set forth in this Section shall terminate as of the Termination Date.

5.02 Reconstruction. In the event of damage or destruction of the Project, the Developer will either: i) forthwith repair, reconstruct and restore the Project to substantially the same or an improved condition or value as they existed prior to the event causing such damage,

and to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds received by the Developer to the payment or reimbursement of the cost thereof; or, ii) Developer and City mutually agree that the reconstruction of the Project is not economically feasible or is no longer in the best interest of both parties and, after all liens and mortgages against the property have been satisfied, Developer shall reimburse the City the total amount of Contribution payments received on behalf of the Project. In the event the Developer reconstructs the Project, the Developer shall complete the repair, reconstruction and restoration of the Project whether or not the net proceeds received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, reconstruction and restoration shall be the property of the Developer. Notwithstanding anything to the contrary contained in this Article, the rights of the City with respect to the receipt and application of any proceeds of insurance shall in all respects be subject and subordinate to the rights of any lender under a mortgage on the Property.

5.03 Representation as to Development. The Developer represents that the Contribution Payments are necessary for the Project to proceed due to the high costs of site assembly, soil correction, general construction and other Improvement costs. Without the Contribution Payments and the grants provided thereby, the Project would not be constructed.

5.04 Prohibitions Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that:

A. Except only by way of security for the purposes of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under this Agreement, and any other purpose authorized by the Agreement, the Developer (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer"), to any person or entity, whether or not related in any way to the Developer, without the prior written approval of the City. Any such Transfer shall be subject to the provisions of this Agreement and any successor in interest shall sign a document agreeing to be subject to the provisions of this Agreement.

B. In the event the Developer seeks to make a Transfer and/or assign its rights and obligations under this Agreement as to the Project or any portion of the Property that are transferred or assigned, the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval and release that:

(i) Any proposed transferee shall have the qualifications, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer. The criteria to be considered by the City in determining the qualifications for any proposed transferee shall be such transferee's ability to complete construction of the Improvements, to operate and maintain the Project.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City in form recordable among the land records, shall, for itself and its successors and assigns, expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject.

(iii) The transfer of this Agreement shall include the transfer of the Tax Increment Grants available to be received pursuant to Section 4.06B hereof.

(iv) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the Transfer of any interest in this Agreement and the Property.

(v) In the absence of a specific written agreement by the City to the contrary, no such Transfer or approval by the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements or from any of its obligations with respect thereto.

5.05 Release and Indemnification Covenants.

A. The Developer releases from and covenants and agrees that the City and the City and their governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the “indemnified parties”) shall not be liable for and agrees to indemnify and hold harmless the indemnified parties against any loss or damage to property or any injury to or death of any person resulting from any defect in the Project.

B. Except for any willful misrepresentation or any willful or wanton misconduct of the indemnified parties, the Developer agrees to protect and defend the indemnified parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project, provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

C. The City and the indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Property or the Improvements due to any act of negligence of any person; provided, that nothing contained herein shall be interpreted to alter the liability of the City or indemnified parties for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Property or the Improvements caused by any act of negligence of the City or the indemnified parties.

Section 6. Events of Default.

6.01 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Failure by the Developer to commence and complete construction of the Improvements pursuant to the terms, conditions and limitations of this Agreement.
- B. Failure by the Developer to timely pay the real estate taxes on the Project.
- C. Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement or the Real Estate Tax Agreement.
- D. The Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings and such bankruptcy or insolvency results in Developer’s inability to adhere to the terms and conditions of this Agreement.

6.02 Remedies on Default. Whenever any Event of Default referred to in Section 6.01 of this Agreement occurs, the City, as specified below, may take any one or more of the following actions after provision of thirty (30) days’ written notice by the City to the Developer of the Event of Default , but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement.
- B. The City may withhold the Certificate of Completion, but only so long as an Event of Default has not been cured.
- C. The City may (i) require payment by the Developer of the amount to prepay or defease the G.O. Bonds; and (ii) terminate the payments of the Tax Increment Grants under Section 4.06B., if the Improvements are damaged and the Developer fails to reconstruct as set forth in Section 5.02.
- D. The City may take whatever action, including legal or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligations agreement, or covenant of the Developer under this Agreement.
- E. The City may terminate this Agreement if the Event of Default is not cured according to the provisions of this Section. In such event, the Developer shall transfer the Property 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 termination of this Agreement, except for the City’s indemnification obligations.

6.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or 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.

6.04 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement is breached by any party and thereafter waived by any 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.

6.05 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City; provided that if a lawsuit or other civil actions is instituted between the parties, the party which does not prevail shall pay to the prevailing party the reasonable fees of attorneys and other expenses so incurred by the prevailing party and if the City is not the prevailing party in such a lawsuit or action the City shall have no claim under this Section.

Section 7. Additional Provisions.

7.01 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

A. In the case of Developer, is addressed or delivered personally to:

_____, LLC
3536 Black Bear Rd, Superior, WI 54880
Attention: Ryan Nelson

B. In the case of the City, is addressed to or delivered personally to the:

City of Ashland
Attention: City Administrator
601 W Main Street
Ashland, Wisconsin 54806

or at such other addresses as either party may, from time to time, designate in writing and forward to the other as provided in this Section.

7.02 Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

7.03 Amendments. Neither this Agreement, nor any other document to which the Developer and the City are a party, relating to the development contemplated by this Agreement, may be effectively amended, changed, modified, altered or terminated, except upon the written agreement of the City and the Developer.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be executed in its name and behalf, on or as of the date first above written.

CITY OF ASHLAND, WISCONSIN

By _____
Its Administrator

STATE OF WISCONSIN)
) ss.
COUNTY OF ASHLAND)

On the ____ day of _____, 2025, before me, a notary public, personally appeared _____, the City Administrator of THE CITY OF ASHLAND, WISCONSIN, who acknowledged that they executed the foregoing instrument on behalf of the City.

Notary Public

_____, LLC

By _____
Its _____ Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2025, before me, a notary public, personally appeared _____, the Member of _____, LLC, a Wisconsin Limited Liability Company, acknowledged that they executed the foregoing instrument on behalf of the LLC.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following described real estate situated in the City of Ashland, Ashland County, Wisconsin:

Lots 4 through 9 and the adjacent east half of vacated 12th Avenue West, and the adjacent vacated alley ways, all in Block 47 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lots 2 and 3 of Block 47 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lots 4 through 9, and the adjacent west half of vacated 12th Avenue West, and adjacent vacated alley ways, all in Block 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lot 10 and the east half of adjacent vacated alley way of Block 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

The South 58 feet of vacated 4th Street West adjacent to Blocks 47 and 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

EXHIBIT B

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, by a Development Agreement (the “Agreement”) dated as of _____, 202__, entered into by and between the City of Ashland, Wisconsin (the “City”), and _____, LLC (the “Developer”), the Developer has developed the real property (the “Property”) described on the attached **Exhibit A**, by construction or causing to be constructed, the Improvements thereon according to the terms and conditions of the Agreement;

WHEREAS, pursuant to the Agreement, promptly after completion of all work of construction to be completed by the Developer upon the Property, the City shall furnish the Developer with a Certificate of Completion upon written request therefor by the Developer;

WHEREAS, the issuance by the City of the Certificate of Completion shall be conclusive evidence that the Developer has complied with the terms of the Agreement pertaining to construction of the Private Improvements on the Property;

WHEREAS, the Developer has requested that the City furnish the Developer with the Certificate of Completion; and

WHEREAS, the City has conclusively determined that the work of construction of the Private Improvements on the Property as required by the Agreement has been satisfactorily completed.

NOW, THEREFORE, be it resolved:

1. As provided in the Agreement, the City does hereby certify that construction of the Improvements on the Property has been fully and satisfactorily performed and completed, and that such construction work is in full compliance with the terms, provisions and conditions established in the Agreement.

2. The Agreement is therefore of no further force and effect, and all rights duties, obligations, and liabilities of the City and the Developer thereunder regarding initial construction of the Improvements shall cease to exist. All continuing and existing rights, duties, obligations and liabilities provided in the Agreement shall continue to remain in force and effect.

3. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the work of construction and development of the improvements on the Property, or any part thereof. This Certificate of Completion is not a notice of completion as referenced in Wisconsin Statutes.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion as of this _____ day of _____, 20____.

CITY OF ASHLAND, WISCONSIN

By _____
City Administrator

STATE OF WISCONSIN)
) ss.
COUNTY OF ASHLAND)

On the ____ day of _____, 202__, before me, a notary public, personally appeared _____, the City Administrator of THE CITY OF ASHLAND, WISCONSIN, who acknowledged that they executed the foregoing instrument on behalf of the City.

Notary Public

ACCEPTED BY:

_____, LLC

By _____
Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On the ____ day of _____, 202__, before me, a notary public, personally appeared _____, the Member of _____, LLC, a Wisconsin Limited Liability Company, acknowledged that they executed the foregoing instrument on behalf of the LLC.

Notary Public

EXHIBIT A TO CERTIFICATE OF COMPLETION

LEGAL DESCRIPTION OF PROPERTY

The following described real estate situated in the City of Ashland, Ashland County, Wisconsin:

Lots 4 through 9 and the adjacent east half of vacated 12th Avenue West, and the adjacent vacated alley ways, all in Block 47 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lots 2 and 3 of Block 47 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lots 4 through 9, and the adjacent west half of vacated 12th Avenue West, and adjacent vacated alley ways, all in Block 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lot 10 and the east half of adjacent vacated alley way of Block 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

The South 58 feet of vacated 4th Street West adjacent to Blocks 47 and 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Parcel # 201-00356-0000

EXHIBIT C

SCHEDULE

Agreement Reference	Activity Required	Date
Section 4.01	Construction Plans Approved	By September 30, 2025
Section 4.07	Developer and City enter into Real Estate Tax Agreement	By July 1, 2025
Section 4.02	Developer commences construction of Improvements	By December 31, 2025
Section 4.02	Completion of Improvements	By June 30, 2027
Section 4.04	City signs Certificate of Completion	Within 30 days of the issuance of the Certificate of Completion

EXHIBIT D

SOURCES AND USES OF FUNDS FOR PROJECT

Sources

Bank Loan	\$
Developer Equity	\$
City Grants	\$
<i>TOTAL</i>	\$

Uses

Construction Costs	\$
Soil Corrections	\$
Building Permits	\$
Contingency	\$
Builders Risk Insurance	
Cost of Site	\$
Design	\$
Interim Interest	\$
Loan Origination Fee	\$
Finance Fee	\$
<i>TOTAL</i>	\$

EXHIBIT E
REAL ESTATE TAX AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2025, by and between the City of Ashland, Wisconsin (the “City”), _____ LLC, a Wisconsin limited liability company (“Developer”).

201-00356-0000 Parcel Identification Number
--

WHEREAS, the parties hereto have entered into a Development Agreement, dated as of July 8th, 2025, regarding the development of certain real property located in Tax Incremental District Number 11 (the “TID”) in the City legally described in Exhibit A hereto (the “Property”); and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Developer will construct a multifamily rental building consisting of not less than 130 apartment units and related parking located on the Property (the “Project”); and

WHEREAS, the Property has a base value of \$0 and the Improvements have an estimated equalized value of \$30,000,000 for a total minimum equalized value of \$30,000,000; and

WHEREAS, in order to provide the City with the funds necessary to pay for such development costs, the City has agreed to finance the First Priority Charge, which will be paid for with tax increment generated from the Project within the TID; and

WHEREAS, the City is unwilling to undertake said transaction unless the Developer guarantees its payment of the real property taxes on the Project, and certain other payments as set forth in the Development Agreement and in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein and in the Development Agreement, and other good and valuable considerations between the parties hereto, the Developer agrees as follows:

1. The minimum equalized value as of January 1 2026 on the Project is expected to be \$5,000,000, (the “Minimum Value”), January 1, 2027 on the Project is expected to be \$25,000,000, and the minimum equalized value as of January 1, 2028 is expected to be \$30,000,000. The minimum real estate tax payable on the Project for the year 2028 and each year thereafter through 2053 is expected to be \$_____ (the “Minimum Tax”).

2. If the real estate tax officials charged with establishing the equalized value of the Project establishes an equalized value less than the Minimum Value or if the real estate tax on the Project is less than the Minimum Tax, then the Developer agrees to pay, on demand in each year during the term of this Agreement commencing in 2027, an amount equal to the greater of (i) the difference between the real estate tax on the Project and the amount which would have been the real estate tax on the Project had the equalized value of the Project been equal to the Minimum Value, or (ii) the difference between the Minimum Tax and the real estate tax on the Project for such year. Such additional payment is not a real estate tax, but a contractual payment under this Agreement.

3. The Developer agrees that prior to the Termination Date:

(i) It will pay, when due, all real estate taxes on the Project and such additional amounts, if any, provided in paragraph 2 hereof;

(ii) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Project determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(iii) It will not seek any tax deferral or abatement, either presently or prospectively under any state or federal law, of the taxation of real property contained in the Project between the date of execution of this Agreement and the Termination Date.

4. Pursuant to Section 5.02 of the Development Agreement and unless otherwise agreed upon, the Developer has agreed to repair, reconstruct, and restore the Project in the event they are damaged or destroyed.

5. This Agreement shall be and remain in effect until the earlier of (i) December 31, 2053; (ii) the date the Tax Increment Grants have been paid in full to the Developer pursuant to the Development Agreement; or (iii) such earlier date as agreed to by the parties hereto (the "Termination Date").

6. Nothing in paragraph 1 hereto shall limit the discretion of the real estate tax officials charged with establishing the equalized value for the Project to assign the Project an equalized value in excess of the Minimum Value. Nothing in this Agreement shall prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in value of the Project for property tax purposes; provided, however, the Developer agrees not to seek a reduction of such value below the Minimum Value.

7. Neither the preamble nor the provisions of this Agreement are intended nor shall they be construed as modifying the terms of the Development Agreement.

8. The obligations of this Agreement shall run with and burden the Project and remain in effect and be binding upon the Developer, its successors and assigns until the Termination Date; provided, however, the Developer shall remain obligated under this Agreement, notwithstanding an assignment or transfer of the Project unless released in writing by the City.

CITY OF ASHLAND, WISCONSIN

By _____
Its Administrator

STATE OF WISCONSIN)
) ss.
COUNTY OF ASHLAND)

On the ____ day of _____, 2025, before me, a notary public, personally appeared _____, the City Administrator of THE CITY OF ASHLAND, WISCONSIN, who acknowledged that they executed the foregoing instrument on behalf of the City.

Notary Public

—

Its _____

STATE OF _____)

) ss.

COUNTY OF _____)

On the _____ day of _____, 2025, before me, a notary public, personally appeared _____ the _____ of _____, LLC, a Wisconsin limited liability company, who acknowledged execution of the foregoing instrument on behalf of the limited liability company.

Notary Public

EXHIBIT A TO REAL ESTATE TAX AGREEMENT

The following described real estate situated in the City of Ashland, Ashland County, Wisconsin:

Lots 4 through 9 and the adjacent east half of vacated 12th Avenue West, and the adjacent vacated alley ways, all in Block 47 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lots 2 and 3 of Block 47 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lots 4 through 9, and the adjacent west half of vacated 12th Avenue West, and adjacent vacated alley ways, all in Block 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Lot 10 and the east half of adjacent vacated alley way of Block 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

The South 58 feet of vacated 4th Street West adjacent to Blocks 47 and 48 of Ashland Proper, City of Ashland, Ashland County, Wisconsin.

Parcel # 201-00356-0000

EXHIBIT F

[Insert TIF Run]

Ref: 2025-159

COUNCIL AGENDA: 8.B.
(7/8/2025)

SUBJECT: Consider a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Clean Water Loan Program (CWLP) for the FY2026 Turner Road Lift Station Improvements Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Proposed Resolution No. 17842

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

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

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

SUMMARY STATEMENT:

The 2025 Turner Road Lift Station Project consists of the rehabilitation of the lift station structure and replacement of sewer pumps. Structural issues with the lift station contribute infiltration and inflow in the City's sewer system that staff estimates costs about \$8,500 per year to treat.

At the May 13, 2025 meeting, Council approved an agreement with Ritola, Inc to complete the work. The project is primarily being managed by City staff with some support from the design engineer, Short Elliot Hendrickson (SEH).

The project requires dry weather and is scheduled for construction in the fall of 2025. This project was included in the Wastewater Utility Capital Improvement Plan, supported by recent rate increases for bulk treatment. Staff is working with SEH to pursue funds for the project from the Wisconsin Department of Natural Resources (WI DNR) Clean Water Loan Program (CWLP). It is anticipated that the total project costs of XXX will be funded via a 20 yr loan with 55% in principal forgiveness.

Council is asked to adopt the attached resolution to ensure that it will be possible to reimburse municipal funds from the future CWLP funding to support construction activities necessary for the Turner Road Lift Station Improvements Project.

RESOLUTION No. 17842

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN CLEAN WATER LOAN PROGRAM (CWLP) FOR THE SFY2026 TURNER ROAD LIFT STATION IMPROVEMENTS PROJECT

WHEREAS, the City of Ashland, Wisconsin intends to file an application for state financial assistance for improvements to the Turner Road Lift Station, WDNR Project Number 4525-26, (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the City of Ashland expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to of July 2025 and/or the start of construction, the City of Ashland Common Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City of Ashland to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

BE IT THEREFORE RESOLVED by the City of Ashland City Council that:

Section 1) Expenditure of Funds. The City of Ashland City Council shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Ashland City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of \$800,000 for improvements to the Turner Road Lift Station; and

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City of Ashland pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

City of Ashland, Ashland County, Wisconsin

Approved: July 8, 2025

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney