



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, October 28, 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. October 9, 2025 Committee of the Whole Budget Work Session Meeting Minutes
- B. October 14, 2025 City Council and Committee of the Whole-Budget Work Session Meeting Minutes
- C. October 23, 2025 Committee of the Whole Budget Work Session Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. **Announcements**

6. ADMINISTRATOR'S REPORT

7. CONSENT AGENDA

- A. **Accept a Wisconsin Department of Natural Resources Forest Fire Protection Grant Award Agreement (Fire Department)**

8. OLD BUSINESS

- A. **Approve an Ordinance to Amend Chapter 800 (1130) An Ordinance to Amend the Official Zoning Map of the City of Ashland, Ashland City Ordinances, to Rezone Parcel Nos. 201-04774-0000, 201-04771-0000,**

201-04779-2000, 201-04775-0000, and 201-04779-0000 from Future Development (FD) to Residential Estate (R-E). Applicants: BNG Properties LLC & Paschal & Sharon Hammond, Per a Resolution as Approved by Council in June 2023 *(Planning & Zoning)* Roll

9. NEW BUSINESS

- A. **Approve an Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson, Inc. (SEH) for the Wastewater Treatment Plant Upgrades Phase 1 Project** *(Public Works)* Roll
- B. **Consider a Resolution to Accept a Request to Transfer City-Owned Property (A Portion of Parcel No. 201-01886-0000), Consisting of former Wisconsin Central Railroad Right-of-Way Located in Block 145 of Ellis Division, Recorded in Volume 2 of Plats on Page 80, in the City of Ashland, Ashland County, Wisconsin, Zoned Single and Two-Family Residential (R-2). Applicant: Travis Franek** *(Planning & Zoning)* Roll
- C. **Consider a Resolution to Issue a Conditional Use Permit (CUP) to Allow a Fence Exceeding Six Feet in Height in the Side and Rear Yards at 2501 Golf Course Road, Parcel No. 201-04808-1000, Zoned Regional Commercial (R-C) District with Floodplain Overlay (F-O). Applicant: Scott Wafle** *(Planning & Zoning)* Roll
- D. **Consideration of a Loan Agreement with BGNG, LLC: Joseph and Victoria Gokee for Down Payment Assistance for the Purchase of 421 Main Street West, Ashland** *(Administrator)* Roll

10. ADJOURNMENT

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

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

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Thursday, October 9, 2025 – 5:00 PM
Ashland City Hall Council Chambers

The Thursday, October 9, 2025 City of Ashland Committee of the Whole Budget Work Session Meeting was called to order by Council President Charlie Ortman at 6:05 PM.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Peter Levi, James Gregoire, Charlie Ortman, Nancy Szyndor

ABSENT: Shawn Brede, Andy Goyke (Both excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Marina Manager Scott Stegmann, Police Chief Willis Hagstrom, and Public Works Director John Butler

2. **Approval of Agenda**

A motion by Gregoire, seconded by Szyndor to approve the agenda, passed unanimously by voice vote.

3. **Continued Discussion Regarding the Proposed 2026 City of Ashland Budget**

A. **Ashland Marina Draft 2026 Budget**

Stegmann presented the proposed 2026 marina budget and answered questions from Council.

B. **Ashland Police Department Draft 2026 Budget**

Hagstrom presented the proposed 2026 police department budget, and answered questions from Council.

C. **Water / Wastewater Draft 2026 Budgets**

Butler presented the proposed 2026 water and wastewater budgets, and answered questions from Council.

D. **Capital Improvement Projects Draft 2026 Budget**

Kucera and Butler reviewed the proposed 2026 Capital Improvement Projects budgets, and answered questions from Council.

E. **Update of Timeline for Future Budget Discussions and Public Hearing**

October 14 2025: Council will be asked to approve a draft 2026 Budget to bring to the public hearing. Committee of the Whole will be utilized for continued budget discussion.

October 23 2025: Continued budget discussion.

October 28 2025: Regular Council and Committee of the Whole meetings.

November 6 2025: Reserved for continued budget discussion if necessary

November 18 2025 Public Hearing and regular Council and Committee of the Whole meetings.

4. **Adjournment**

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, October 14, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, October 14, 2025 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

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

ABSENT: Jim Gregoire (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Steven Wiley, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **September 30, 2025 City Council and Committee of the Whole Meeting Minutes**

B. **September 25, 2025 Committee of the Whole Budget Work Session Minutes**

A motion by Ortman 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:

Beth Gehred, Ashland resident, invited the community to the upcoming "No Kings" rally, and requested law enforcement support in the event of ICE presence in the City.

Mary Bryant, Ashland resident, encouraged all to vote "no" to the 287(g) Program, and feels ICE is

not giving due process as allowed in the Constitution.

Kathy Allen, 810 Mac Arthur Avenue, does not want to see ICE presence in her neighborhood.

5. MAYOR'S REPORT

A. **Announcements**

The Mayor was happy to announce that construction work in the City was nearing completion. Mac Kenzie attended a community meet and greet in Mellen last week, intended for new and current residents to gather. The second annual Harvest Festival will be held at Hodgkins Park on Saturday, October 18, 2025. He also noted that despite rumors, the City of Ashland is not purchasing the Northland College property.

B. **Appointments**

A motion by Seefeldt, seconded by Szyndor to approve the reappointments of Mary Asbach and Michele Jardine to the Library Board, passed unanimously by voice vote. Their terms will expire in October of 2028.

6. ADMINISTRATOR'S REPORT

The City hosted a Brownfield presentation by the Wisconsin DNR last week. He spoke of the former Baron and Roffer sites during this event.

7. OLD BUSINESS

A. **Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy (Administration) Roll**

A motion by Ortman, seconded by Seefeldt to approve the resolution passed unanimously by roll call vote.

File #17850

B. **Approve a Resolution to Repeal Resolution No. 16563 To Create an Eco-Municipality Advisory Committee, Dated July 8, 2008 (Mayor) Roll**

A motion by Goyke, seconded by Ortman to approve the resolution passed unanimously by roll call vote.

File #17853

C. **Approve an Ordinance to Amend Chapter 25 (1624) Salaries of the Mayor and the Common Council to Amend Pay for City Councilors to a Monthly Rate (Mayor) Roll**

A motion by Ortman, seconded by Brede to approve the ordinance with an amendment to remove Section C of the proposed ordinance. The motion passed unanimously by roll call vote.

File #2025-2025

D. **Approve Facade Grant and Down-Payment Assistance Awards (Administrator) Roll**

A motion by Ortman, seconded by Seefeldt to approve all of the grant awards, passed unanimously by roll call vote.

8. NEW BUSINESS

- A. **Public Hearing Regarding an Application to Vacate an Undeveloped Right-of-Way Located along Water Street on Part of Lot 14, Block 35 of Ellis Division, Recorded in Volume 2 of Plats on page 80, in the City of Ashland, Ashland County, Wisconsin. Applicants Debra Joanis and Robert Polencheck.** (*Planning and Development*) Roll

A motion by Seefeldt, seconded by Ortman to enter into Public Hearing, passed unanimously by roll call vote.

A Class III notice was posted in the City's official newspaper on September 18, September 25, and October 2, 2025, posted at the Vaughn Public Library, Ashland County Court House, and at City Hall, as well as mailed to affected homeowners.

Wiley noted that he received one question via email which was satisfactorily responded to. As there were no citizens present wishing to speak, Sztynдор moved, seconded by Seefeldt to close the public hearing. The motion carried unanimously by voice vote.

- B. **Consider a Resolution to Vacate Undeveloped Right-of-Way Located within Lot 14, Block 35 of Ellis Division, Recorded in Volume 2 of Plats on Page 80, in the City of Ashland, Ashland County, Wisconsin. Applicants Debra Joanis and Robert Polencheck.** (*Planning and Development*) Roll

A motion by Ortman, seconded by Sztynдор to approve the resolution, passed unanimously by roll call vote.

File #17847

- C. **Consider a Resolution to Approve a Request to Transfer City-Owned Property (Part of Parcels No. 201-01049-0000, 201-01047-0000, and Part of the Water Street Right-of-Way), Inclusive, and Adjoining Wisconsin Central Railroad Right-of-Way Located in Block 35 of Ellis Division, Recorded in Volume 2 of Plats on Page 80, in the City of Ashland, Ashland County, Wisconsin, Zoned Waterfront Public/Institutional (W-PI) with Waterfront Overlay (W-O). Applicants Debra Joanis and Robert Polencheck.** (*Planning and Development*) Roll

A motion by Ortman, seconded by Goyke to approve the resolution passed unanimously by roll call vote.

File #17848

9. 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."** *Ashland Water Intake Project*

A motion by Goyke, seconded by Sztynдор to enter into Closed Session, and allow John Butler to stay during the discussion, passed unanimously by roll call vote.

- B. **Return to Open Session**

A motion by Ortman, seconded by Sztynдор to return to Open Session, passed unanimously by voice vote.

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

Mac Kenzie reported that no action by Council was taken during Closed Session.

10. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, October 14, 2025 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, October 14, 2025 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:02 PM.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Shawn Brede, Peter Levi, Andrew Goyke, Charlie Ortman, Nancy Sztynodor

ABSENT: Jim Gregoire (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Finance Director Julie Vaillancourt, and other interested citizens.

2. **Approval of Agenda**

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

3. **Continued Review and Discussion of the Proposed 2026 City of Ashland Budget**

A. **Continued Proposed Capital Improvements Projects for the 2026 City of Ashland Budget**

Vaillancourt reviewed the preliminary 2026 budget and answered questions from Council regarding general fund revenues, levy for debt service funds, capital improvements projects, special revenue funds, and enterprise funds.

4. **Discussion and Consideration to Approve 2026 General Fund, Special Revenue Funds, Debt Service Funds, Internal Service Funds, and Enterprise Funds Budgets for Public Hearing and Council Approval at the November 18, 2025 City Council Meeting**

A motion by Sztynodor, seconded by Seefeldt to forward the proposed 2026 City of Ashland budget to the November 18, 2025 Council meeting for public hearing and formal approval. This motion passed unanimously by voice vote.

5. **Adjournment**

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

Respectfully Submitted,

Denise Oliphant,
City Clerk





MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Thursday, October 23, 2025 – 6:00 PM
Ashland City Hall Council Chambers

1. **Roll Call**

PRESENT: Ortman, Gregoire, Goyke, Sztynдор, Seefeldt, Brede, Levi (at 6:06)

ABSENT: None

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, Deputy Clerk Kevin Haas, Director of Public Works John Butler

2. **Approval of Agenda**

Motion: Sztynдор

Second: Seefeldt

Vote (Voice): Passes Unanimously (6-0)

3. **Continued Discussion and Possible Action Regarding the Proposed 2026 City of Ashland Budget**

A. **Final Presentation of Proposed 2026 City of Ashland Budget (*Administrator*)**

Kucera gave the presentation of the Budget Overview for the 2026 Proposed Budget.

Ortman inquired to give an example budget that uses the increased levy of 2% of net new construction and present a budget alternative. Ortman suggested using the increased tax revenue to pay down debt.

B. **Presentation of Future Streets Projects (*Public Works*)**

Butler gave a presentation regarding Future Streets Projects.

4. **Adjournment**

Motion to Adjourn: Goyke

Second: Gregoire

Vote (Voice): Passes Unanimously (7-0)

Submitted by Kevin Haas, Deputy Clerk, City of Ashland

SUBJECT: Accept a Wisconsin Department of Natural Resources Forest Fire Protection Grant Award Agreement (*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. State of WI DNR Forest Fire protection Grant Program Award Letter

EXPENDITURES REQUIRED: \$4,437.00

AMOUNT BUDGETED: \$2,218.50

APPROPRIATION REQUIRED: \$2,218.50 - WI DNR FFP Grant

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promotes the public health, safety, morals, and the general welfare..." for the City's residents and community.

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, telecommunications and safety and security services for all residents and visitors." Objective 1.3 of the chapter notes that the community needs to "ensure that City fire, police, and emergency

services equipment adequately provides for the personal safety of all persons and for preservation of property.”

SUMMARY STATEMENT:

The Ashland Fire Department applies for a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection (FFP) Grant every year. Earlier this year, Council approved submitting an application for 2025. The application period is now closed and we have been awarded up to \$2,897.15. This grant requires a 50% match, which we budget for every year.

The funds will be used to purchase wildland firefighting coats and pants, safety glasses, and PFAS-free class A foam concentrate.

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

Grantee Ashland Fire Department	Grant Number FFP-26F-014
Period of Grant Agreement October 1, 2025 – April 15, 2026	Program Name Forest Fire Protection Grant Program
Funding Source(s) U.S. Department of Agriculture//Forest Service/State & Private Cooperative Forestry Assistance Grant, CFDA #10.698	

GRANT PROJECT DETAIL BY CATEGORY	
Personal Protective Equipment (PPE):	\$4,630.80
Training:	\$0.00
Prevention:	\$0.00
Tools/Equipment:	\$1,127.50
Communication Equipment (Partially Funded):	\$0.00
Dry Hydrant Installation (Not Funded):	\$0.00
Mapping (Not Funded):	\$0.00
Off-Road Vehicles (Not Funded):	\$0.00
Project Total	\$5,758.30
x Grant Share	x 50%
TOTAL FFP GRANT FUNDING Not to exceed \$10,000 for fire departments or \$25,000 for county/area associations of fire departments	\$2,879.15
Ineligible Items: \$	
Miscategorizations:	
Other Application Changes:	

Invoice

Conway Shield
14100 W Cleveland Ave
New Berlin, WI 53151
(800) 955-8489
conwayshield.com



CONWAY SHIELD™

Invoice Number: 0542928
Invoice Date: 28-Sep-2025
Invoice Due Date: 28-Oct-2025
Order Number: 0423389
SalesPerson: Mike Sipin
Customer No: BA0000186

Sold To:
Ashland Fire Department (WI)
213 6th St
Ashland WI 54806-3201

Ship To:
Ashland Fire Department (WI)
213 6th St
Ashland WI 54806-3201

Confirm To:

Customer P.O.	Ship VIA	F.O.B	Terms
verbal	BEST		Net 30

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
DCCTD21 Lakeland Dual Cert Coat NOTE: Lakeland My Fire Desk #00001844	EACH	6.00	6.00	0.00	385.00	2,310.00
DCPTD21 Lakeland Dual Cert Pants NOTE: Trim to be triple trim, red/orange. Not segmented	EACH	6.00	6.00	0.00	346.15	2,076.90

2025
100-52210-810 \$2,218.50
461-52210-810 \$2,218.50
SM
WILDLAND FIREFIGHTING GEAR. 50% WILL
BE AWARDED FROM WDR FFP GRANT

Net Invoice	4,386.90
Freight:	50.10
Sales Tax:	0.00
Invoice Total:	4,437.00
Less Deposit:	0.00
Invoice Balance:	4,437.00

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

Conway Shield
14100 W Cleveland Ave
New Berlin, WI 53151
(800) 955-8489
conwayshield.com



CONWAY SHIELD™

Invoice Number: 0542928
Invoice Date: 28-Sep-2025
Invoice Due Date: 28-Oct-2025
Order Number: 0423389

Sold To:
Ashland Fire Department (WI)
213 6th St
Ashland WI 54806-3201

Ship To:
Ashland Fire Department (WI)
213 6th St
Ashland WI 54806-3201

CUSTOMER NO	INVOICE DATE	INVOICE NO	INVOICE TOTAL
BA0000186	9/28/2025	0542928	4,437.00

SUBJECT: Approve an Ordinance to Amend Chapter 800 (1130) An Ordinance to Amend the Official Zoning Map of the City of Ashland, Ashland City Ordinances, to Rezone Parcel Nos. 201-04774-0000, 201-04771-0000, 201-04779-2000, 201-04775-0000, and 201-04779-0000 from Future Development (FD) to Residential Estate (R-E). Applicants: BNG Properties LLC & Paschal & Sharon Hammond, Per a Resolution as Approved by Council in June 2023 (*Planning & Zoning*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission
Resolution approved by Council June 2023

- EXHIBITS:**
- 1. Staff Report - Rezoning Request Junction Road, June 20, 2023
 - 2. Resolution No 17731 - June 27, 2023
 - 3. Proposed Ordinance No. 2025-2026

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

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. *51.26(b)(7) Changes to ordinances and resolution which are intended to correct errors, omissions, or inconsistencies therein.*

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

**This item was approved in June 2023 as Resolution No. 17731 but failed to return as an ordinance amendment. Staff is bringing this item forward to amend Chapter 800 as should have been done after the approval of this resolution in June of 2023. This is only a housekeeping item and no changes are being recommended at this time.*

Background: Property owners Paschal and Sharon Hammond own properties at 3100 Junction Road and along the Tri-County Recreational Corridor (parcels 201-04779-2000, 201-04779-0000, 201-04775-0000). Property owners Brett and Gina Beeksma (BNG Properties) own the properties at 3200 and 3212 Junction Road (parcels 201-04774-0000 and 201-04771-0000). These owners have approached the City with a request to rezone their properties from their current Future Development (FD) zoning to Residential Estates (R-E). The subject parcels are located on the western edge of the City on the south side of Junction Road. Some of the parcel areas are residential and some are vacant or contain vacant areas. The land uses of the surrounding properties vary. Prentice Park is to the north, the Tri-County Recreational Corridor and single-family land uses to the south, and residential land uses to the east and west. The City boundary is the western edge of the western-most parcel.

STAFF REPORT - Plan Commission – June 20, 2023

Agenda Item #5f: Public Hearing and Vote on a Request to Rezone Parcels #201-04779-2000, 201-04779-0000, 201-04775-0000, 201-04774-0000, and 201-04771-0000 (5 parcels) from Future Development (FD) to Residential Estates (R-E)

Current Zoning: Future Development (FD) (All 5 parcels)

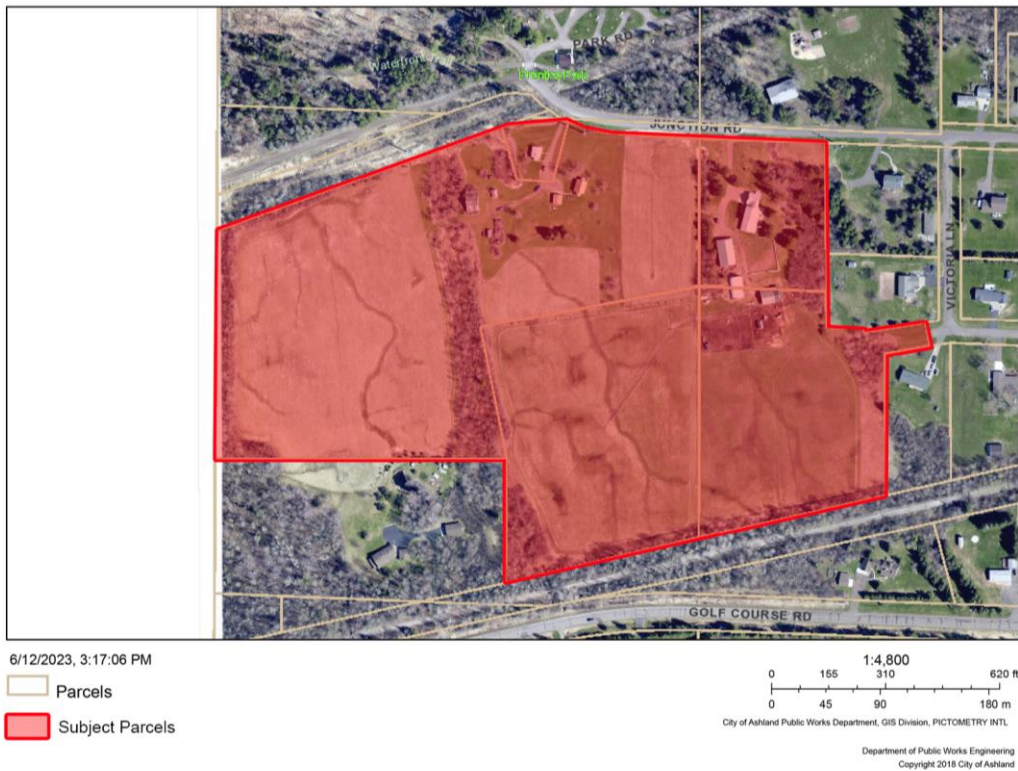
Proposed Zoning: Residential Estates (R-E) (All 5 parcels)

Applicants: Paschal & Sharon Hammond, Brett and Gina Beeksma (BNG Properties)

Property Owner: Paschal & Sharon Hammond, Brett & Gina Beeksma (BNG Properties)

Staff Contact: Steven Wiley

Background and Property Location



The five subject parcels are highlighted in red in the above map. The City boundary lies at the western edge of the western-most parcel.

Property owners Paschal and Sharon Hammond own properties at 3100 Junction Road and along the Tri-County Recreational Corridor (parcels 201-04779-2000, 201-04779-0000, 201-04775-0000) Property owners Brett and Gina Beeksma (BNG Properties) own the properties at 3200 and 3212 Junction Road (parcels 201-04774-0000 and 201-04771-0000). These owners have approached the City with a request to rezone their properties from their current Future Development (FD) zoning to Residential Estates (R-E). The subject parcels are located on the western edge of the City on the south side of Junction Road. Some of the parcel areas are residential and some are vacant or contain vacant areas. The land uses of the surrounding properties vary. Prentice Park is to the north, the Tri-County Recreational Corridor and single-family land uses to the south, and residential land uses to the east and west. The City boundary is the western edge of the western-most parcel.

The property owners applied for the zone change because some of the properties do not meet the minimum 5-acre lot size for the current Future Development District. Some of the parcels are therefore non-conforming and the options the property owners have are more limited due to the minimum 5-acre lot size. A zone change from Future Development to Residential Estates would establish a minimum ½ acre lot size which would increase the flexibility property owners have with the subject parcels.

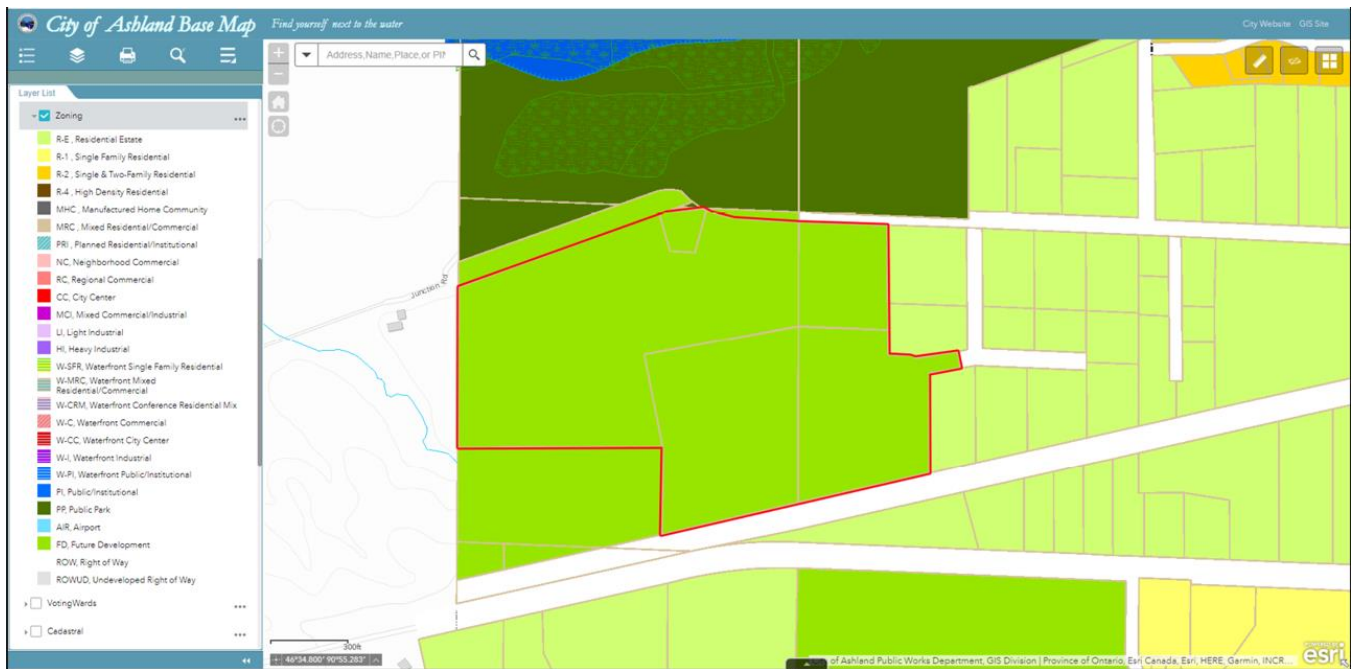
<i>Existing Land Use</i>	<i>Zoning</i>
Single-family Residential and Vacant	Future Development (FD)

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Prentice Park	Public Park (PP)
South	Tri-County Recreational Corridor, Single-family Residential	Future Development (FD), Residential Estates (R-E)
East	Single-family Residential	Residential Estates (R-E)
West	Town of Eileen	Town of Eileen – Bayfield County Zoning: Residential - 1 (R-1)

<i>Land Use Recommendation</i>	<i>Land Use</i>
Future Land Use Map Recommendation	Conservation Buffer, Traditional Neighborhood and Mixed Use

STAFF REPORT - Plan Commission – June 20, 2023



The subject properties are outlined in red above. Note the green which is the current Future Development (FD) zoning of the subject parcels. The light green is the Residential Estates (R-E) zoning of neighboring properties and requested for the subject parcels.

Standards for Review

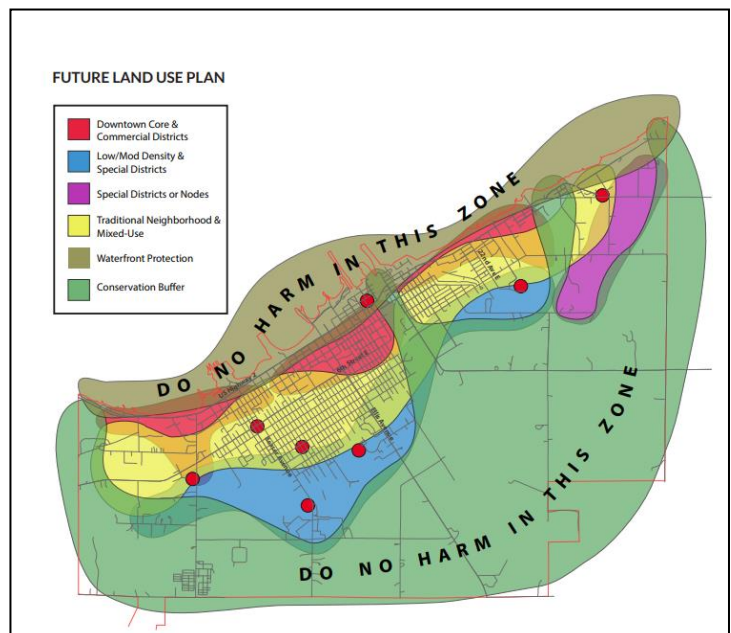
The City of Ashland’s Unified Development Ordinance (U.D.O.) 781, Section 3.3: Zoning Map Amendment (Rezoning) creates the legal framework to regulate, administer, and enforce the rezoning process for the City of Ashland.

Decision Criteria

In determining whether to approve or deny an application for a zoning map amendment, the following criteria should be considered:

1. *The Zoning Map Amendment is consistent with the Comprehensive Plan.*

The proposed rezoning of the properties at 3100 Junction Road and along the Tri-County Recreational Corridor (parcels 201-04779-2000, 201-04779-0000, and 201-04775-0000) and properties at 3200 and 3212 Junction Road (parcels 201-04774-0000 and 201-04771-0000) from Future Development (FD) to Residential Estates (R-E) is consistent with the Future Land Use Plan identified in the City’s Comprehensive Plan. The Future Land Use Plan identifies portions of this area for “Conservation Buffer” and “Traditional Neighborhood and Mixed Use” districts.



Conservation Buffer areas include “the area surrounding the core of the community – the downtown, the neighborhoods, the institutions, and industrial sites – should be protected from development for the foreseeable future. This will encourage and guide infill development that will be integrated with the existing built fabric as well as provide a buffer between Ashland and its neighbors.”

Traditional neighborhood and mixed-use districts are recommended to include single-family housing, and “duplexes and townhouses are often interspersed within these areas and provide a greater range of housing options for households of various income levels.” For mixed use opportunities, “it is strongly recommended that the community begin to consider small cafes (coffee shops, tea houses, bakeries, etc.) or a local mom-n-pop hardware store or pottery or art shop,” and recognizes that “a community cannot always predict where a need, or opportunity, for such will arise but we should plan for it.”

The Future Land Use Plan identifies the Conservation Buffer and Traditional Neighborhood and Mixed-Use Districts but does not delineate firm boundaries for these zones. Rather, it includes some overlap to provide flexibility for future zoning and development decisions. The two districts identified in the Future Land Use Plan provide enough flexibility to accommodate the zone change request. The Residential Estates zoning is consistent with current Residential Estates zoning just east of the subject parcels and would allow increased flexibility for the current or future owners because of the reduced minimum parcel size (1/2 acre for the Residential Estate zoning versus 5 acres for the Future Development zoning). Lower intensity uses including the single-family residential permitted by the Residential Estates zoning are consistent with the Conservation buffer and Traditional Neighborhood and Mixed-Use recommendations. Staff is supportive of the zone change as requested.

2. *The Zoning Map Amendment promotes public health, safety, morals, and the general welfare, as well as the efficiency and economy in the process of development.*

The proposed zoning amendment would promote public health, safety, morals and the general welfare of the area, which has existing residential uses directly to the east. Staff is not aware of development plans for the immediate area as of now. However, rezoning this property from its current FD zoning to R-E would allow more flexibility for single-family and some other development types. The FD zoning is meant as a placeholder to allow use of land that will not prevent future development at the location. The intent is that land in the FD zones is eventually rezoned consistent with the Comprehensive Plan.

Given the size and configurations of the subject parcels, R-E zoning would strike a balance between the Conservation Buffer and Traditional and Mixed-Use Neighborhood recommendations for the area identified in the Comprehensive Plan. It allows for single-family homes and other compatible uses on relatively large parcels. Uses in this district may or may not be served by City water and sewer. The larger parcel sizes (at least ½ acres in area) would ensure low density development in line with the recommendations laid out in the Comprehensive Plan. R-E zoning would increase the potential for efficient and economic uses/development of the subject parcels because it would allow the subdivision of currently large parcels into smaller, development-friendly lots. Lower density development is appropriate for the outer edges of the City and will reduce the chance of overwhelming existing infrastructure there.

3. *The Zoning Map Amendment is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.*

Parcels 201-04779-2000 and 201-04779-0000, currently zoned Future Development (FD), are located adjacent to Residential Estates (R-E) zoning on the east. The northern parcel has street

STAFF REPORT - Plan Commission – June 20, 2023

access from Junction Road and includes a single-family home, pole sheds, and woodland. The southern parcel has access from Victoria Lane and currently has a pole shed and a portion of another pole shed which straddles the northern property line. The southern portion of the parcel is vacant. The existing single-family residential uses directly east of the subject parcels have lot sizes between 0.75 to 2.24 acres. Therefore, the zone change would be consistent with the character of the existing neighborhood and surrounding uses. Current parcels of at least ½ acre in area that are nonconforming due to having lot sizes less than 5 acres under the current FD zoning would become conforming size-wise. The current owners would have increased flexibility with their properties and the R-E zoning would afford flexibility for future owners or potential subdivision of parcels for development. In rezoning all five subject parcels to R-E zoning, it would ensure consistent zoning among all five subject parcels and those to the east.

4. *The property to be amended (rezoned) is suitable* for the uses permitted by the Zoning District that would be applied by the proposed Zoning Map Amendment.*

The property is suitable for the uses permitted in the R-E zoning district, which include lower-density and several other residential uses. Single-family homes would be permitted by right, with duplexes and other residential uses allowed through a Conditional Use Permit (CUP). The developable area is more than sufficient to meet the minimum lot sizes of the R-E zoning district. None of the uses permitted by right or by conditional use in the R-E district are high intensity uses that would cause issues in the district.

5. *The Zoning Map Amendment is generally consistent with the principles of sustainability specified in Unified Development Ordinance (UDO) Section 1.4: Integration of Principles of Sustainability.*

Rezoning the subject parcels to R-E zoning would be consistent with the principles of sustainability specified in the UDO. One Principle of Sustainability is reduction in dependence on fossil fuels, with a strategy to “promote a sensitive mixture of uses and compact development in appropriate areas that reduce the need to drive fossil fuel vehicles.” Another Principle of Sustainability is reduction in dependence on activities that harm life-sustaining eco-systems” through encouraging “infill development and redevelopment at appropriate densities and locations to help reduce sprawl and encroachment on nature.” Rezoning the property to R-E would allow for potential additional uses of the parcels with the understanding that any changes in land use or subdivision of the parcels would require staff and possibly Plan Commission review. The minimum ½ acre parcel size would allow development on existing lots within the city rather than sprawl onto properties outside of the city. Staff does not have sustainability concerns about the potential for development in line with the R-E zoning.

Any future subdivision of parcels via plat will require Plan Commission review and public informational meetings as part of the process. Depending on the future uses proposed for the properties, public engagement with surrounding properties will be required.

Preliminary Staff Recommendation

Staff recommends APPROVAL of the request to rezone the properties at 3100 Junction Road and along the Tri-County Recreational Corridor (parcels 201-04779-2000, 201-04779-0000, and 201-04775-0000) and properties at 3200 and 3212 Junction Road (parcels 201-04774-0000 and 201-04771-0000) from Future Development (FD) to Residential Estates (R-E).

In addition to the Staff Report, Plan Commission and City Council should consider public input received through the Public Hearing. The required Class 2 public hearing notice was issued on June 6th and June 13th.

**Suitable as defined by Merriam Webster means "adapted to a use or purpose" or "able, qualified."*

6

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision may be made by the Plan Commission.

RESOLUTION No. 17731

APPROVE A RESOLUTION TO REZONE PARCELS #201-04779-2000, 201-04779-0000, 201-04775-0000, 201-04774-0000, AND 201-04771-0000 (5 PARCELS) FROM FUTURE DEVELOPMENT (FD) TO RESIDENTIAL ESTATES (R-E). APPLICANTS: PASCHAL & SHARON HAMMOND, BRETT & GINA BEEKSMA

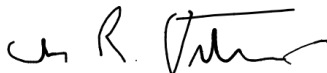
WHEREAS, The Common Council of the City of Ashland is authorized to amend the City's adopted Zoning District Map (Unified Development Ordinance Chapter 781); and

WHEREAS, The applicants have requested that the City amend the zoning of applicant-owned parcels #201-04779-2000, 201-04779-0000, 201-04775-0000, 201-04774-0000, and 201-04771-0000 from Future Development (FD) to Residential Estates (R-E); and

WHEREAS, The Plan Commission held a Public Hearing at their June 20, 2023 Plan Commission meeting, and has recommended approval of the rezoning request;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Ashland that the amendment to the City's Zoning District Map (UDO Chapter 781) is in accordance with the Ashland Unified Development Ordinance and is hereby approved.

Passed: June 27, 2023



Councilperson

ATTEST:

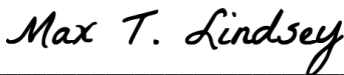


Denise Oliphant, City Clerk



Matthew MacKenzie, Mayor

APPROVED AS TO FORM:



Max Lindsey, City Attorney

Sequential Ordinance No. 2025-2026

ORDINANCE TO AMEND CHAPTER 800 (1130) ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF ASHLAND, ASHLAND CITY ORDINANCES, TO REZONE PARCELS #201-04779-2000, 201-04779-0000, 201-04775-0000, 201-04774-0000, AND 201-04771-0000 (5 PARCELS) FROM FUTURE DEVELOPMENT (FD) TO RESIDENTIAL ESTATES (R-E)

The Mayor and Common Council of the City of Ashland do ordain as follows:

SECTION I

800.07 (2025-20XX) Amendment to Rezone Parcels No 201-04779-2000, 201-04779-0000, 201-04775-0000, 201-04774-0000, and 201-04771-0000 (5 Parcels) from Future Development (FD) to Residential Estates (R-E) shall be created to read as follows:

- (a) Purpose. Parcel Nos. 201-04779-2000, 201-04779-0000, 201-04775-0000, 201-04774-0000, and 201-04771-0000 is hereby rezoned as Residential Estates (R-E).
- (b) Effective Date. Adopted October 28, 2025.

SECTION II

Effective Date of Ordinance: This Ordinance shall become effective upon passage and publication.

PASSED: October 28, 2025
PUBLISHED: November 6, 2025

Charlie Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

SUBJECT: Approve an Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson, Inc. (SEH) for the Wastewater Treatment Plant Upgrades Phase 1 Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson Inc.

EXPENDITURES REQUIRED: \$89,500.00 Engineering Services
\$ 8,500.00 Contract Contingency (10%)
\$98,000.00 Project Total

AMOUNT BUDGETED: \$98,000.00- Fund 690 Equipment Replacement Fund

APPROPRIATION REQUIRED: N/A

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

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: The proposed construction conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The Wastewater Treatment Plant Upgrades Phase 1 Project consists of rehabilitation of the City's sludge digester system at the Wastewater Treatment Plant (WWTP). The WWTP was originally constructed in 1991 and many components are in need for rehabilitation and/or repair to ensure reliable operation of the plant in accordance with Wisconsin Department of Natural Resources (WI DNR) requirements.

The sludge digester system uses oxygen to process sludge, which is generated in the primary treatment stage of the WWTP process. The sludge digester allows for decomposition of the sludge in order to process it for disposal via land application.

Elements of the system planned for replacement are aeration units, controls to allow for more efficient use of oxygen, pumps, and association piping. Currently, underground piping providing oxygen from the pretreatment building to the digester (approx. 325 feet) leaks significantly resulting in energy loss. In addition, most of the components described above are from the original WWTP construction, have exceeded their useful lifetimes, and require frequent repair to ensure minimal system functionality.

At the February 22, 2022 meeting, Council approved entering into an agreement with Short Elliott Hendrickson (SEH) for Preliminary Design of Wastewater Treatment Plant Upgrades. This contract consisted of identifying, assessing, planning and drafting approval documents for the WI DNR and resulted in a phased approach to upgrade the WWTP. Brian Ledin, Utility Manager, and Scott Pero, Wastewater Foreman, have identified the sludge digester system as the top priority for the WWTP upgrades.

The phased approach allows the City to manage the WWTP per available funding and coordinate other priority projects.

The scope of the professional services provided by SEH will include technical design, coordination with the WI DNR for approval to modify the WWTP facility, and assistance with procurement of specialized components. The construction, estimated to be around \$600,000, will be funded via funds available in the Wastewater Utility's Equipment Replacement Fund.

The Public Works Department recommends entering into an agreement with SEH for engineering services at a cost not to exceed \$89,500.

Agreement for Professional Services

This Agreement is effective as of October 28, 2025, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **WWTP Phase I Improvements Design**

Client's Authorized Representative: John Butler, Public Works Director
Address: 2020 6th Street East, Ashland, Wisconsin 54806, United States
Telephone: 715.685.1648 **Email:** jbutler@coawi.org

Project Manager: Jeremiah Wendt
Address: 156 High Street, Suite 300, New Richmond, Wisconsin 54017
Telephone: 7155318063 **Email:** jwendt@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The proposed engineering services in general consist of review, modification and submittal of the existing draft facility plan, preparation of drawings and specifications and bidding the project as described in this Agreement. The design for this project will address current needs at the wastewater treatment plant (WWTP) including replacement of existing digester blowers, mixing system, and associated mechanical, electrical, and building improvements.

Consultant proposes the following work scope for design and bidding of the WWTP Phase 1 Improvements project:

Task 1 – Facility Plan

Consultant has prepared a draft Facility Plan under a previous contract. That Facility Plan has not been finalized or submitted to WI DNR for review/approval. Since drafting the Facility Plan, Client's project priorities have shifted. Consultant will update the Facility Plan to reflect the current plan for phasing of projects at the WWTP, and submit to DNR for review/approval. The proposed phases to be incorporated into the Facility Plan are:

1. Digester aeration/mixing improvements
2. Headworks improvements
3. Solids dewatering and overflow basin improvements

Task 2 – Design

The design scope assumes that the Phase 1 Improvements will include the following:

1. Removal of the existing digester blowers, and installation of new outdoor positive-displacement blowers to provide air to existing aerobic digester.
2. Installation of level and dissolved oxygen sensors, controls system, and variable frequency drives (VFDs) to allow for automated operation of the aeration system based on dissolved oxygen (DO), or tank level.
3. Removal of existing interior air piping and installation of new stainless steel air piping from new blowers to pipe connection within digester.
4. Removal of the remaining components of the submersible mixing pump system and in-kind installation of a new submersible mixing pump, along with guiderails, base elbow and other accessories.

5. Removal of jet mixing/aeration system and replacement in kind (this component may be bid as an alternate, but will need to be designed as part of the project in case it is found to be in need of replacement when the digester is drained).
6. Installation of a stairway, access platform and electric davit crane to facilitate removal of the submersible mixing pump.
7. Removal and replacement of the buried decant valve.
8. Tank cleaning and temporary sludge dewatering during construction.
9. Demolition of existing blowers and air piping within the Headworks Building.

The following items are included in the Design Scope:

- A design kickoff meeting will be held with Client staff and design leads from each discipline.
- Consultant will prepare preliminary drawings, and preliminary opinions of probable construction cost for the WWTP Phase 1 project.
- A final design meeting will be held with Client staff and design leads from each discipline to review the preliminary design and discuss details/changes.
- Consultant will prepare final drawings, specifications, design report, contract documents, and opinions of probable construction cost for the WWTP Phase 1 project.
- Design Documents will be submitted to the Wisconsin Department of Natural Resources (WDNR) for review and approval. If necessary, Consultant will respond to comments from WDNR to gain approval prior to project bidding.

Task 3 – Equipment Procurement

In order to expedite the construction process, Consultant will investigate the lead time of the major equipment components (blower, submersible pump, jet mix aeration system) If lead times appear to impact the desired construction schedule, Consultant will assist Client in soliciting bids for pre-procurement of up to three major equipment items.

Task 4 – Bidding

100% Bidding Documents will be prepared after addressing comments or requests for revisions from review agencies and Client staff. The following items are included in the bidding scope:

1. Preparation of 100% Bidding Documents. One electronic copy of the Bidding Documents will be delivered to the Client.
2. Provide necessary documentation to City staff to request Authorization to Advertise for Bidding.
3. Assist Client in responding to bidders' questions during advertisement.
4. Prepare up to two addenda to clarify or expand upon the bidding documents.
5. Review bid results with Client, and provide input on recommendation of award.

Assumptions/Conditions

This Agreement is subject to the following assumptions/conditions:

1. No changes to buried air pipes are required.
2. Building modifications will be limited to demolition of components no longer needed for digester aeration.
3. No HVAC modifications are required.
4. No floodplain or wetland review is required.
5. Consultant's standard bidding documents, specifications, and general conditions will be utilized on the project.
6. Contract documents will be EJCDC format.
7. Contract documents will be prepared for a single prime contract.
8. Presence of significant historic and cultural resources, or threatened and endangered species is not anticipated and, therefore, further studies or permitting relating to these are not included.
9. No construction related services are included, but will be added as part of a future amendment to this agreement.
10. No property staking, land surveys, or topographic survey are included in the scope of this Agreement.

Client's Responsibilities

Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. Furnish Consultant information, reports, tests, operation and maintenance manuals, and record drawings of existing facilities, all of which Consultant may rely upon without independent verification in performing the Services.
2. Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to the Services.
3. Provide all criteria and full information as to Client requirements for the Project. Obtain (with Consultant's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow Consultant to perform the Services.
4. Assist Consultant in preparation of Division 00 and 01 specifications in making fiscal, insurance, and legal decisions as necessary. These are the specifications that form the terms of the contract for construction.
5. Pay all charges or fees required by any agency or authority having jurisdiction over the Project for review of plans, specifications, and contract documents, or for obtaining permits.
6. Pay all charges or fees associated with advertising the project.
7. Publication of any notices required by the grant application or administration process. All costs associated with any required public notices shall be a direct expense of the Client.
8. Virtual bidding and electronic submittal of bids will be facilitated by Client.

Schedule: Consultant proposes the following schedule (assuming approval of this agreement in October 2025):

1. Submit Facility Plan to DNR – December 15, 2025
2. Submit Plans and Specifications to DNR – March 15, 2026
3. Advertise for Bids – June 2026
4. Open Bids – July 2026

Payment: The fee is hourly subject to a not-to-exceed amount of \$89,500 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Ashland

By: _____

By: _____

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

SUBJECT: Consider a Resolution to Accept a Request to Transfer City-Owned Property (A Portion of Parcel No. 201-01886-0000), Consisting of former Wisconsin Central Railroad Right-of-Way Located in Block 145 of Ellis Division, Recorded in Volume 2 of Plats on Page 80, in the City of Ashland, Ashland County, Wisconsin, Zoned Single and Two-Family Residential (R-2). Applicant: Travis Franek (*Planning & Zoning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (Unanimously recommended approval at their October 21, 2025 meeting)
Planning and Development Director
Public Works Department

EXHIBITS:

1. Proposed Resolution No. 17854
2. Plan Commission Staff Report - October 21, 2025
3. Certified Survey Map

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: Plan Commission unanimously recommended approval at the October 21, 2025 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions regarding the land the City owns, and ensuring that the highest and best use for the land is achieved. Parcel No. 201-01886-0000 is currently vacant and, according to the last inventory of City-owned properties, this parcel is considered non-essential. To staff's knowledge, the parcel does not have easements or deed restrictions attached.

The proposed land transfer of a portion of Parcel No. 201-01886-0000 does not conflict with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The Downtown Core and Commercial Districts comprise much of the core of the community. The plan recognizes that the Future Land Use Map cannot account for every possible condition that arises on each specific property. Though the property and neighborhood are within the Downtown Core and Commercial Districts, the entire immediate area consists of existing detached residential homes. This has remained the case and likely will continue long-term. The plan states:

A land use map at this scale cannot illustrate all existing or desired conditions on the ground level within neighborhoods. It is recommended that Ashland look to create opportunities for small commercial opportunities (e.g. coffee shop, bakery, café, etc.) to be scattered throughout the residential neighborhoods. More specifically, the City should consider the allowance for small neighborhood retail and restaurants as a conditional use in the residential zoning districts. (Authentic Ashland, pg. 35).

The Future Land Use Map does not delineate firm zones or boundaries between or within zones nor does staff view the map or plan as expecting entire swaths of existing residential neighborhoods to shift over to mixed-use/commercial. In reviewing Mr. Franek's land transfer request and the Future Land Use Map staff considered the existing neighborhood's long-term residential nature along with the Comprehensive Plan's long-term vision for an increase in commercial nodes throughout existing neighborhoods. The portion of former railroad right-of-way in question is not buildable by itself, and its transfer to Mr. Franek would not impact the City's ability to encourage commercial nodes where appropriate in existing neighborhoods as recommended in the Comprehensive Plan. Additionally, though the Downtown Core and Commercial Districts zones call for an increase in mixed-use development, staff realizes that this will not happen immediately and would expect that in many situations such development patterns would occur gradually and shift outward from the denser, developed urban core. Staff is of the opinion that the transfer of a portion of Parcel No. 201-01886-0000 to Travis Franek as requested does not conflict with the City's Comprehensive Plan goals.

The land transfer involves the City transferring ownership of a portion of the former railroad right-of-way to a residential property owner. The property owner would combine the right-of-way with his existing parcel. The property would remain residential. The land use would not intensify and the land transfer and combination would allow for a reduction in nonconformity of the residential parcel.

SUMMARY STATEMENT:

Travis Franek is the owner of the residential property at 404 Willis Avenue. His existing residential parcel is non-conforming and adjacent to former railroad right-of-way. He

approached the City about acquiring the portion of railroad right-of-way immediately adjacent to his residential parcel. This would allow him to combine his existing parcel with the portion of former railroad right-of-way immediately adjacent to his parcel.

Staff are supportive of Mr. Franek's request and recommended handling this request similar to earlier land transfer requests involving owners of lots rendered non-conforming by the railroad. Public Works staff provided input and want to maintain an alley through the block. Planning staff explained to Mr. Franek that he would need to have a Certified Survey Map (CSM) done and submit it for review. Mr. Franek has done so.

The Plan Commission held a public hearing and reviewed the request at their October 21, 2025 meeting. The Plan Commission unanimously recommended approval. Staff is now forwarding the item to Council for review and to request approval of the land transfer request.

Please see the included Plan Commission staff report and resolution for more information.

RESOLUTION No. 17854

RESOLUTION TO ACCEPT A REQUEST TO TRANSFER CITY-OWNED PROPERTY (A PORTION OF PARCEL NO. 201-01886-0000) CONSISTING OF FORMER WISCONSIN CENTRAL RAILROAD RIGHT-OF-WAY LOCATED IN BLOCK 145 OF ELLIS DIVISION, RECORDED IN VOLUME 2 OF PLATS ON PAGE 80, IN THE CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN, ZONED SINGLE AND TWO-FAMILY RESIDENTIAL (R-2). APPLICANT: TRAVIS FRANEK.

WHEREAS, Travis Franek has submitted a land transfer request for City-owned property, a portion of Parcel No. 201-01886-0000 for the purpose of combining this parcel with his existing property into a single, larger parcel; and,

WHEREAS, the Plan Commission held a Public Hearing on Tuesday, October 21, 2025 and unanimously recommended approval of the Land Transfer; and,

WHEREAS, the applicant will be responsible for the costs associated with the Land Transfer; and

WHEREAS, the portion of land requested for transfer is approximately 8,635.56 square feet (0.20 acres) in size.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland hereby directs that a portion of Parcel No. 201-01886-0000 be transferred to Travis Franek contingent upon the following:

- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Certified Survey Map, closing costs, Register of Deeds recording fees, etc.
 - Applicant shall combine the former railroad right-of-way parcel with his existing property to create one lot and City staff shall review and approve the CSM prior to recording at the County.
 - Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.
- Any existing nonconformities (i.e., setbacks, lot coverage) shall not be expanded by new uses of the property. The side yard setback for the house would come into compliance once the owner's current parcel and the former railroad right-of-way are combined.

PASSED: October 28, 2025

ATTEST:

Charlie Ortman, Councilperson

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Find yourself next to the water.



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

DEPARTMENT OF
PLANNING &
DEVELOPMENT
601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – October 21st, 2025

Agenda Item # 6a: Public Hearing Vote on a Citizen Request to Acquire Former Railroad Right of Way Owned by the City

Zoning District: Single and Two-Family Residential (R-2) District
Property Address: Vacant – No Address Number
Parcel #: Portion of Parcel # 201-01886-0000
Applicant: Travis Franek
Staff Contact: Steven Wiley

Background

Travis Franek is the owner of the property at 404 Willis Avenue and would like to acquire a portion of the former railroad right-of-way immediately north of his property. The parcel is currently vacant and is a portion of parcel # 201-01886-0000. The former railroad right-of-way is a 0.454-acre parcel. Staff discussed the land transfer request with the applicant and with the Mayor. After further discussion among staff and the Mayor it was determined to transfer the property rather than sell it to incentivize placing this and similar portions of former railroad rights-of-way back on the tax rolls. Mr. Franek's current property and the immediately surrounding properties are all single-family uses or vacant.

The portion of right-of-way Mr. Franek would acquire is approximately 8,635.56 square feet (0.20 acres) in area. The City acquired this right-of-way from the Wisconsin Central Railroad in 2014 after the railroad ceased operations in Ashland. Mr. Franek would combine his existing parcel with the portion of the former right-of-way into one parcel for a total lot size of 14,037 square feet (0.32 acres). He would like to complete his parcel. Some parcels in the immediate vicinity are irregular-shaped and substandard in size due to losing portions of their area to the railroad. Property owners and tenants have often used the former right-of-way area as extensions of their yards. City staff informed Mr. Franek that the requested land transfer would require Plan Commission and Common Council review.

Existing Land Use	Zoning
Vacant: Former Railroad Right of Way	Single and Two-Family Residential (R-2)

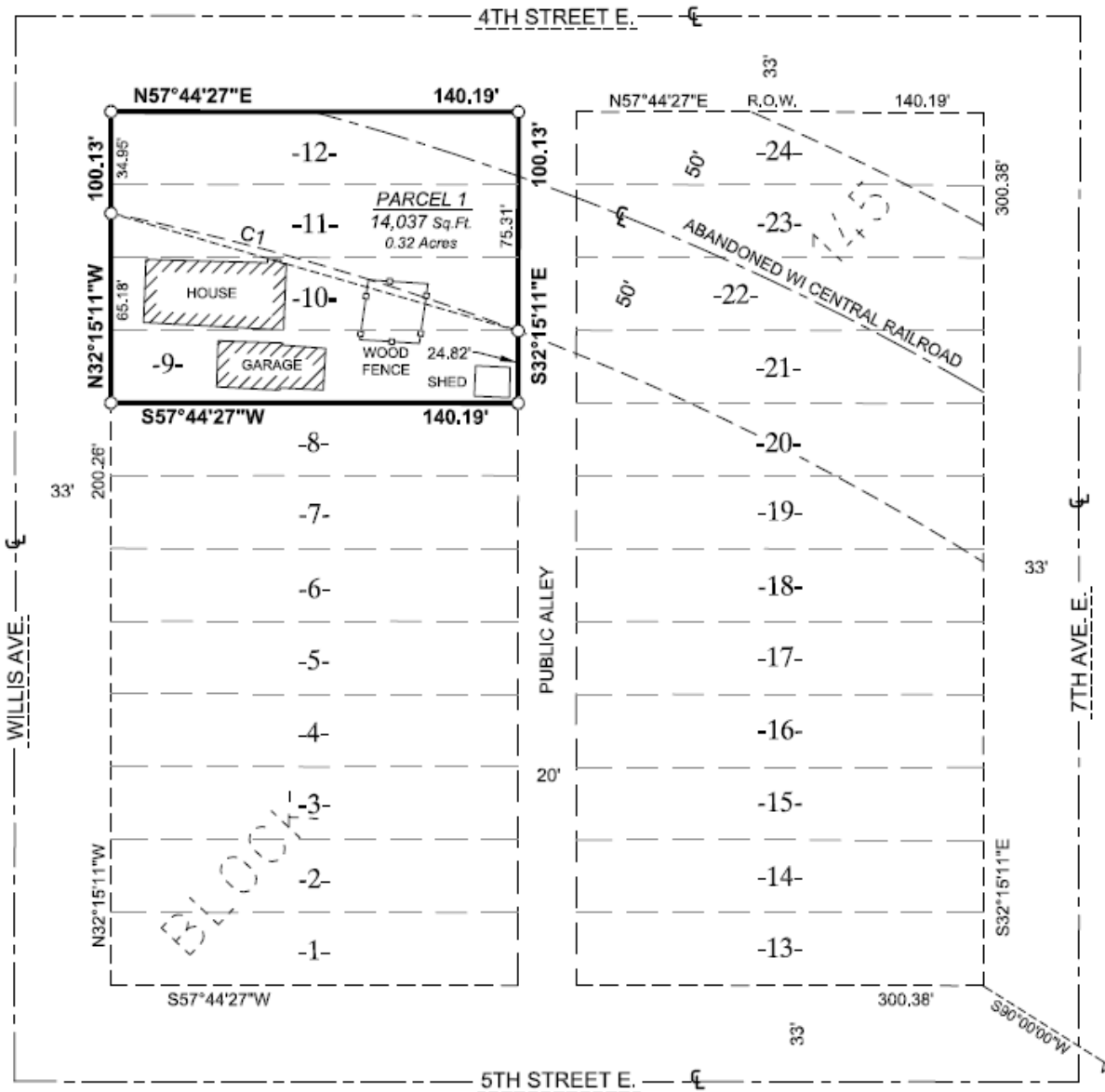
Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Single-family Residential	Single and Two Family Residential (R-2)
South	Single-family Residential	Single and Two Family Residential (R-2)
East	Vacant	Single and Two Family Residential (R-2)

West	Single-family Residential	Single and Two-Family Residential (R-2)
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Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Downtown Core and Commercial Districts

Staff has spoken with Mr. Franek and explained that Mr. Franek would need to work with a surveyor to complete a Certified Survey Map (CSM). Mr. Franek worked with surveyor Pat McKuen and staff explained to Mr. McKuen that Public Works wanted to maintain the undeveloped alley right-of-way running north-south through the block because of underground utilities running within the alley right-of-way. Mr. McKuen submitted a CSM to the City for review as part of the land transfer application.



The above image is from Mr. Franek's CSM and shows the proposed new lot configuration.

Review Criteria for Offer to Purchase and Sale of Land:

The following decision criteria were used to review the submitted land transfer request:

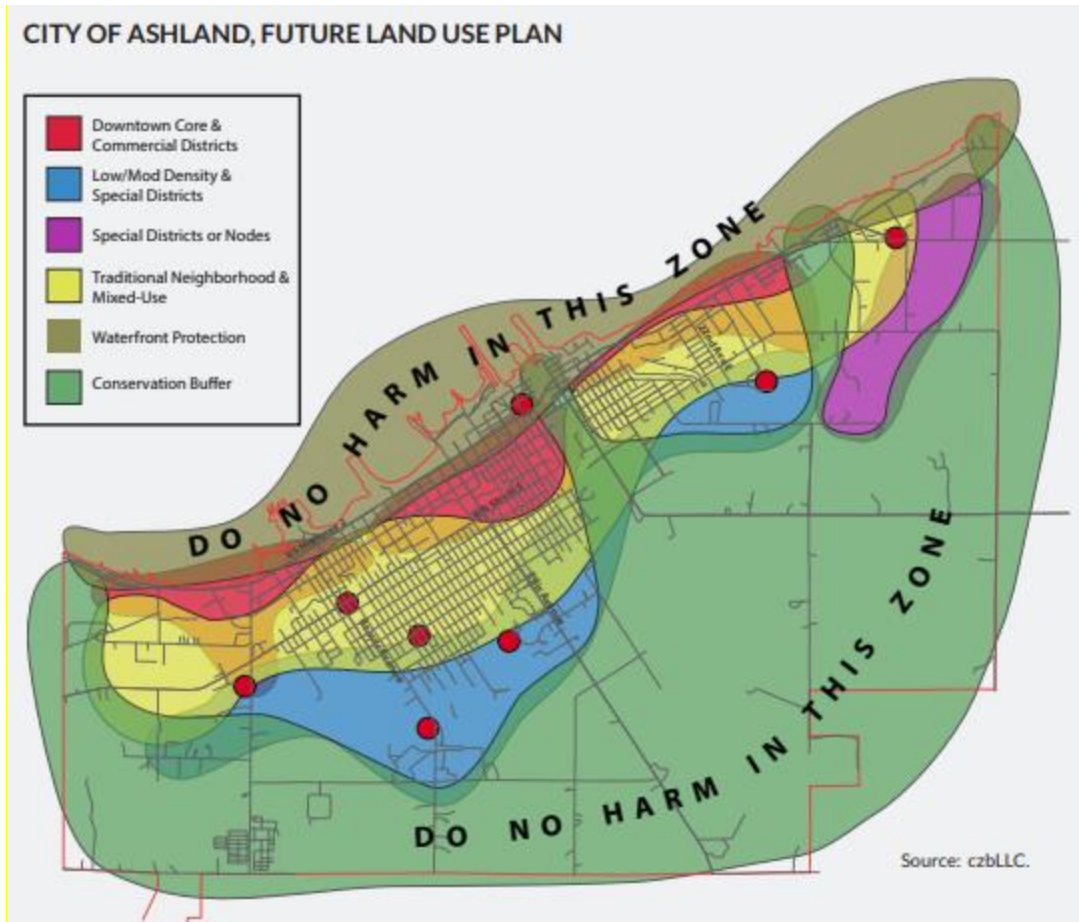
1. Consistency with Comprehensive Plan.

The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. Parcel # 201-01886-0000 is currently vacant and according to the last inventory of City-owned properties this parcel is considered non-essential. To staff's knowledge the parcel does not have easements or deed restrictions attached.

The proposed land transfer of a portion of Parcel # 201-01886-0000 does not conflict with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The Downtown Core and Commercial Districts comprises much of the core of the community. The plan recognizes that the Future Land Use Map cannot account for every possible condition that arises on each specific property. Though the property and neighborhood are within the Downtown Core and Commercial Districts, the entire immediate area consists of existing detached residential homes. This has remained the case and likely will continue long-term. The plan states:

A land use map at this scale cannot illustrate all existing or desired conditions on the ground level within neighborhoods. It is recommended that Ashland look to create opportunities for small commercial opportunities (e.g. coffee shop, bakery, café, etc.) to be scattered throughout the residential neighborhoods. More specifically, the City should consider the allowance for small neighborhood retail and restaurants as a conditional use in the residential zoning districts. (Authentic Ashland, pg. 35).

The Future Land Use Map does not delineate firm zones or boundaries between or within zones nor does staff view the map or plan as expecting entire swaths of existing residential neighborhoods to shift over to mixed-use/commercial. In reviewing Mr. Franek's land transfer request and the Future Land Use Map staff considered the existing neighborhood's long-term residential nature along with the Comprehensive Plan's long-term vision for an increase in commercial nodes throughout existing neighborhoods. The portion of former railroad right-of-way in question is not buildable by itself, and its transfer to Mr. Franek would not impact the City's ability to encourage commercial nodes where appropriate in existing neighborhoods as recommended in the Comprehensive Plan. Additionally, though the Downtown Core and Commercial Districts zone calls for an increase in mixed-use development, staff realizes that this will not happen immediately and would expect that in many situations such development patterns would occur gradually and shift outward from the denser, developed urban core. Staff is of the opinion that the transfer of a portion of parcel 201-01886-0000 to Travis Franek as requested does not conflict with the City's Comprehensive Plan goals.



The land transfer involves the City transferring ownership of a portion of former railroad right-of-way to a residential property owner. The property owner would combine the right-of-way with his existing parcel. The property would remain residential. The land use would not intensify and the land transfer and combination would allow for a reduction in nonconformity of the residential parcel.

2. Consistency with the Unified Development Ordinance (UDO):

A. Zoning District: Single and Two-Family Residential (R-2)

The addition of the requested land for purchase (a portion of parcel # 201-01886-0000) to parcel 201-01885-0000 will not impact consistency with standards for the R-2 district. The applicant's current property (parcel 201-01885-0000 at 404 Willis Avenue) is a nonconforming lot for the Single and Two-Family Residential district due to its shape and narrow width at one end. The land transfer as requested and subsequent lot combination will restore the parcel to a conforming shape and dimensions. The new dimensions of the lot would be 100 feet by 140 feet.

B. Compatibility of Proposed Development with Existing Development

The land requested for transfer by the applicant is currently vacant with no development plans proposed. The land transfer and incorporation into the applicant's parcel to create a conforming lot are compatible with the existing uses and would facilitate the owner's future use of the property which would otherwise not be possible.

3. Consideration of Highest and Best Use:

Considering all factors as listed above, staff sees the single-family residential use as the highest and best use of the property. The City has no current or future plans for use of the parcel, and has deemed this land non-essential for future City needs. It is not shown as essential in City of Ashland Ordinance Chapter 478.

The proposed use is compatible with the site and surrounding areas. The surrounding uses are primarily residential. The applicant's existing home would remain and the intent is that this and similar land transfers would allow property owners to complete lots that were previously subdivided by the railroad. The parcels would remain residential. No changes in land use are proposed for the subject parcel or area.

4. Additional Factors, including Compliance with other City Ordinances and State Statutes:

- a. The applicant shall apply with Ashland County for combination of the subject portion of Parcel # 201-01886-0000 with his existing property at Parcel # 201-01885-0000 via Certified Survey Map into a single tax parcel.

Review Recommendation

Staff recommends APPROVAL of the Land Transfer request contingent on the following conditions:

- The applicant shall be responsible for the costs associated with the land transfer including but not limited to: Certified Survey Map, closing costs, Register of Deeds recording fees, etc.
 - Applicant shall combine the former railroad right-of-way parcel with his existing property to create one lot and City staff shall review and approve the CSM prior to recording at the County.
 - Applicant shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.
- Any existing nonconformities (i.e., setbacks, lot coverage) shall not be expanded by new uses of the property. The side yard setback for the house would come into compliance once the owner's current parcel and the former railroad right-of-way are combined.

Additionally, as a Public Hearing is scheduled for the proposed Land Transfer, the Plan Commission should hear all input from the public prior to making a determination. The required public hearing notice was issued on October 2nd and October 9th, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

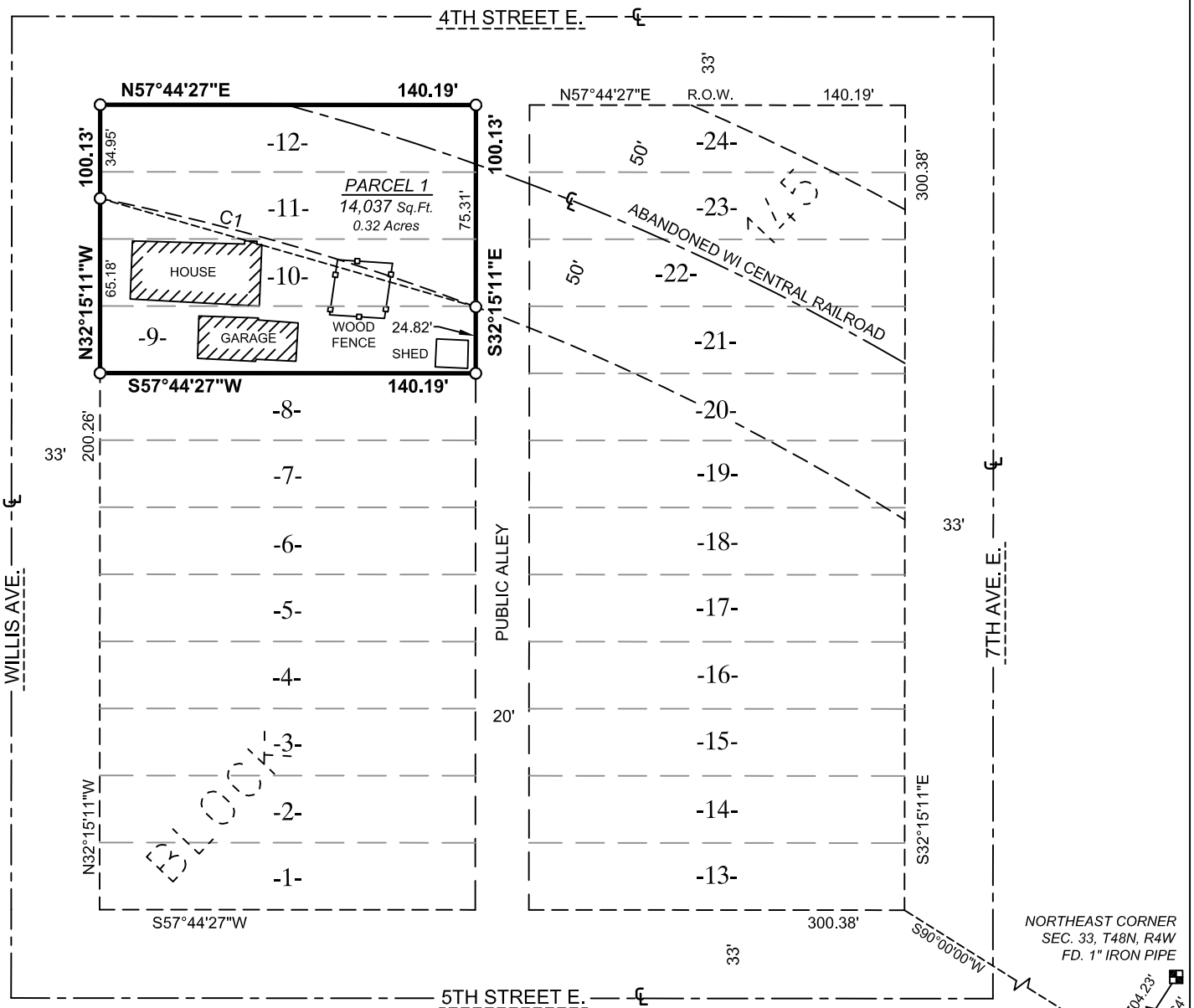
Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOTS 9 - 12 INCLUDING THE ADJOINING WISCONSIN CENTRAL RAILROAD
RIGHT OF WAY TOGETHER WITH THE WEST 1/2 OF THE ADJOINING ALLEY,
BLOCK 145, ELLIS DIVISION, RECORDED IN VOL. 2 OF PLATS ON PAGE 80,
CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.

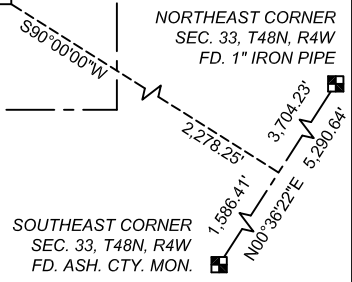


BEARINGS ARE GRID BASED
WCCS - ASHLAND COUNTY - NAD83 (2011) WITH
THE N. LINE OF BLOCK 145 MEASURED TO BEAR
N57°44'27"E



CURVE TABLE

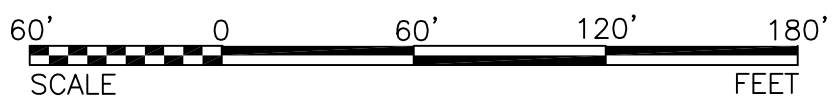
CURVE	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS	CENTRAL ANGLE
C1	N73°54'02"W	145.88'	146.04'	904.93'	9°14'48"



LEGEND

- – SET 1" O.D. IRON PIPE WEIGHING 1.13 LBS PER LIN. FOOT
- () – RECORDED AS DIMENSION

FIELD WORK COMPLETED: 7/24/2025



Pine Ridge Land Surveying, LLC.
Professional Land Surveying Services
Value & Quality in a Timely Manner...
PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin
Phone (715) 682-2969
WWW.PINERIDGESURVEYING.COM
PROJECT NO. FRANEK25 - COA - ELLIS
SHEET 1 OF 2 SHEETS

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOTS 9 - 12 INCLUDING THE ADJOINING WISCONSIN CENTRAL RAILROAD
RIGHT OF WAY, BLOCK 145, ELLIS DIVISION,
RECORDED IN VOL. 2 OF PLATS ON PAGE 80,
CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.

Surveyor's Certificate

I, Patrick A. McKuen, Registered Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; Lots 9 - 12 including the adjoining Wisconsin Central Railroad right of way, Block 145, Ellis Division, recorded in Vol. 2 of Plats on Page 80, City of Ashland, Ashland County, Wisconsin, more particularly described as follows:

That the above described parcel of land contains 14,037 square feet which is 0.32 acres.

That I have made this map at the direction of Travis Franek, OWNER of said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and the City of Ashland Subdivision Control Ordinance in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this _____ day of _____

Pine Ridge Land Surveying
Patrick A. McKuen
WI PLS S-2992

CITY OF ASHLAND PLANNING & ZONING APPROVAL CERTIFICATE

I, STEVEN WILEY, CITY OF ASHLAND ZONING ADMINISTRATOR,
DO HEREBY APPROVE THIS CITY OF ASHLAND CERTIFIED SURVEY MAP

SIGNED: _____
STEVEN WILEY

DATED THIS _____ DAY OF _____, 2025.

Pine Ridge Land Surveying, LLC.

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Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS

1424 1/2 Lake Shore Dr. W.

Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. FRANKEK25 - COA - ELLIS
SHEET 2 OF 2 SHEETS

SUBJECT: Consider a Resolution to Issue a Conditional Use Permit (CUP) to Allow a Fence Exceeding Six Feet in Height in the Side and Rear Yards at 2501 Golf Course Road, Parcel No. 201-04808-1000, Zoned Regional Commercial (R-C) District with Floodplain Overlay (F-O). Applicant: Scott Wafle (*Planning & Zoning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
Plan Commission (Unanimously recommended approval at their October 21, 2025 meeting)

EXHIBITS:

1. Proposed Resolution No. 17855
2. Plan Commission Staff Report - October 21, 2025

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: Plan Commission reviewed and unanimously recommended approval at their October 21, 2025 meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The subject property is located within the overlap of the Downtown Core & Commercial Districts and the Traditional Neighborhood & Mixed-Use District. The Future Land Use Map does not rigidly define land use districts but allows some overlap and flexibility to accommodate different uses

as needed. The subject property is occupied by a government entity that provides services to area residents. The land use is consistent with the UDO and will not change. The Comprehensive Plan recognizes the importance of neighborhood aesthetics and staff believes that a well-maintained fence will allow the applicants added security for their property while maintaining/not detracting from the aesthetics of the area. Staff is of the opinion that the proposed 8-foot fence would not conflict with the intent of the Comprehensive Plan by detracting from the neighborhood's aesthetics.

SUMMARY STATEMENT:

Applicant Scott Wafle is the owner of the property at 2501 Golf Course Road. The Wisconsin Department of Natural Resources (DNR) and Department of Motor Vehicles (DMV) lease this property from him and maintain offices in the building. The DNR also uses the existing storage building and a portion of the side yard of the property for indoor and outdoor storage of equipment and materials. The applicant explained to staff that the DNR had issues with tampering and theft of some items on the property. Mr. Wafle discussed with Planning staff his proposal to construct an eight-foot-tall chain link fence in the side and rear yards on the east side of the property. Staff explained that fences exceeding six feet in height require a Conditional Use Permit (CUP) through the Plan Commission and City Council.

The Plan Commission held a public hearing and considered the item at their October 21, 2025 meeting. The Commission voted to recommend approval of the CUP subject to conditions. The Commission asked for a revised landscaping requirement of four (4) trees and eight (8) shrubs rather than the original requirement of three (3) trees and two (2) shrubs. Please see the included Plan Commission staff report and resolution for more information.

RESOLUTION No. 17855

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO ALLOW A FENCE EXCEEDING SIX FEET IN HEIGHT IN THE SIDE AND REAR YARDS AT 2501 GOLF COURSE ROAD, PARCEL NO. 201-04808-1000, ZONED REGIONAL COMMERCIAL (R-C) DISTRICT WITH FLOODPLAIN OVERLAY (F-O). APPLICANT: SCOTT WAFLE.

WHEREAS, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to allow a fence exceeding 6 feet in height in the side and rear yards at 2501 Golf Course Road, Parcel No. 201-04808-1000, zoned Regional Commercial (R-C) District with Floodplain Overlay (F-O); and

WHEREAS, the Plan Commission held a Public Hearing on October 21, 2025 and has recommended approval of the Conditional Use Permit with the following conditions:

Staff recommends APPROVAL of the Conditional Use Permit contingent on the following conditions:

1. A fence height of up to eight (8) feet is permitted for proposed chain link fencing in the rear yard between the existing storage building to each end of the proposed new storage building.
2. The proposed fencing shall be installed with the supports facing inward and finished side facing outward consistent with the UDO design standards.
3. The Conditional Use Permit is only for the fencing proposed and not for any additional uses or improvements. If any additional changes are proposed such uses will require additional staff and/or Conditional Use Permit approvals through Plan Commission and the Common Council. This applies to the new storage building being proposed as part of this development.
4. A fence permit is required prior to the installation of the proposed fencing.
5. To ensure compliance with screening and landscaping requirements, four (4) trees and eight (8) shrubs shall be planted within the line of the existing buffer between the new fence and the residential property to the south. This shall be completed within a year of building completion and/or fence installation. The location and species of these plantings shall be approved by staff before they are installed. The applicant shall submit a revised site plan indicating the numbers, types, and locations of the required plantings for staff review and approval prior to obtaining a building permit.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved contingent upon compliance with the above listed conditions.

PASSED: October 28, 2025

Charlie Ortman, Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

FOR APPLICANT:

Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.

Applicant (Print and signature)

Date



DEPARTMENT OF
 PLANNING &
 DEVELOPMENT
 601 Main Street West
 Ashland, WI 54806

STAFF REPORT

Plan Commission – October 21, 2025

Agenda Item # 6b: **Conditional Use Permit Request to allow a fence exceeding 6 feet in height in the side and rear yards at 2501 Golf Course Road, zoned Regional Commercial (RC) with Floodplain Overlay (F-O)**

Zoning District: Regional Commercial (RC) District with a Floodplain Overlay (F-O)

Property Address: 2501 Golf Course Road

Parcel #: # 201-04808-1000

Applicant: Scott Wafle

Staff Contact: Terri Erickson

Background

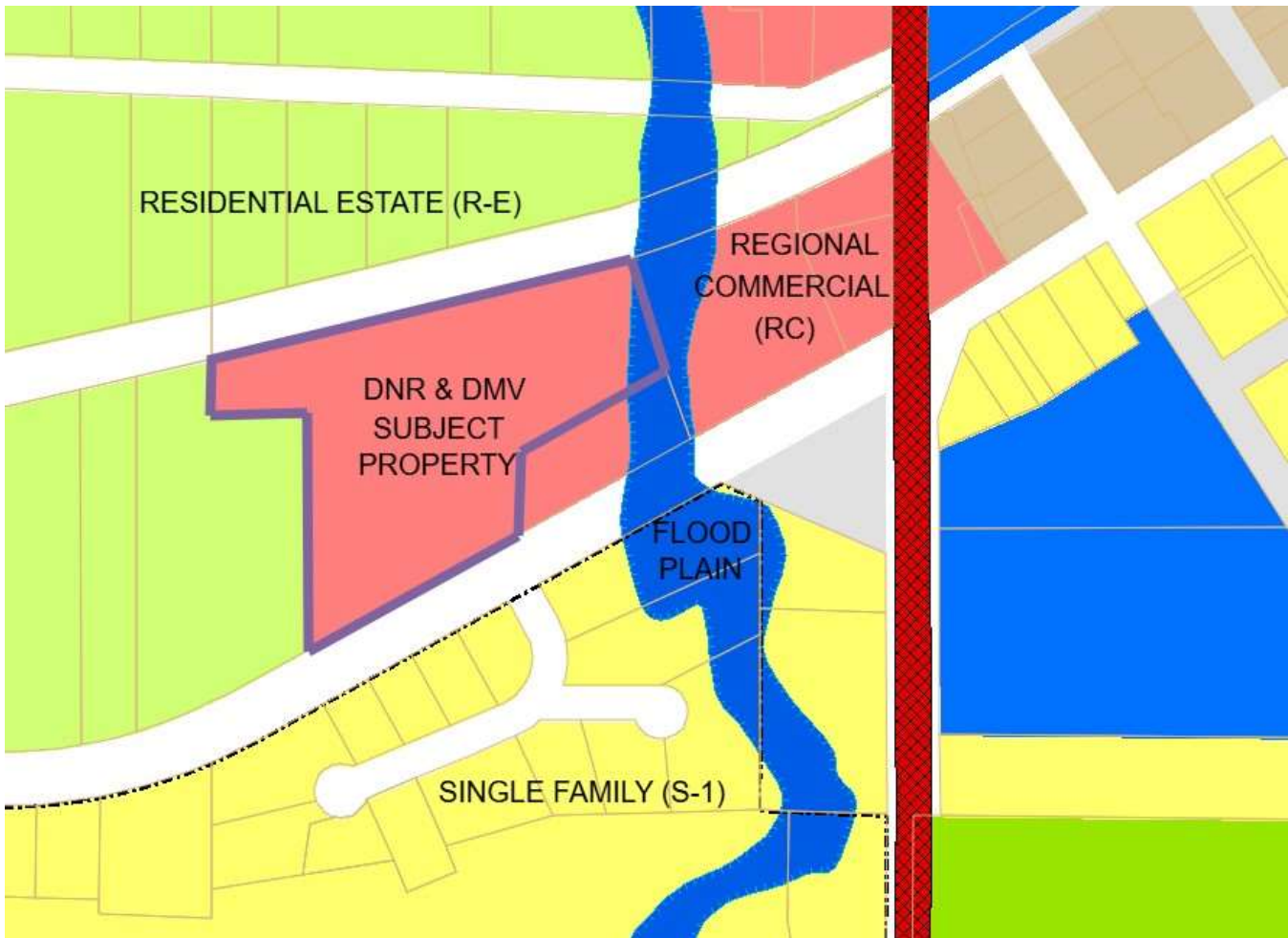
Applicant Scott Wafle, of Elk River Properties LLC, requests review and approval of a conditional use permit (CUP) to allow a fence exceeding 6 feet in height in the side and rear yard of his property at 2501 Golf Course Road (Parcel # 201-04808-1000). It is located to the west of Sanborn Avenue on the north side of Golf Course road. The parcel is 6.67 acres (29,1,504 square feet) in area and contains the Wisconsin Department of Transportation – Division of Motor Vehicles and the Wisconsin Department of Natural Resources offices. There is an existing accessory building further north on the property that contains storage for the DNR. The applicants have been in touch with Planning staff regarding their desire to construct an 8-foot tall chain link fence for added security. Staff reviewed the applicant’s proposed fence placement and determined that the eight-foot fencing requires a Conditional Use Permit. The applicant submitted a Conditional Use Permit application to allow him to construct a privacy fence up to eight (8) feet in height in the rear yard of his property.

Existing Land Use	Zoning
Government/Community Service Use	Regional Commercial (RC) with Floodplain Overlay (F-O)

Existing Uses		Zoning
North	Single-Family Residential	Residential Estate (R-E)
South	Single-Family Residential	Single-Family Residential (R-1)

East	Single-Family Residential/ Warehouse/Storage (Midland Services)	Regional Commercial (RC) with Floodplain Overlay (F-O)
West	Single Family Residential	Residential Estate (R-E)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Downtown Core & Commercial Districts and Traditional Neighborhood & Mixed Use



The subject property is outlined in PURPLE in the above zoning map

Site Design and Parking

The subject property includes the primary structure with an associated parking lot along the south side of the property. This building contains offices for the Division of Motor Vehicles (DMV) and the Department of Natural Resources (DNR). Further to the north on the lot, is a 60-foot by 150-foot metal building that provides storage space for the DNR. To the east side of this building is an open yard with paved and gravel surface used for access to the storage building and additional outdoor storage area for vehicles and equipment. There is currently no organized parking or security fencing for this area.



The subject property is outlined in RED in the above aerial view.



These images show the entry view from Golf Course Road to the site. In the left photo is the primary building containing the DMV and DNR offices with the lighted parking lot out front. In the right photo is the driveway leading to the existing storage building to the rear of the property.

This image shows the view of the east side of existing storage building and the paved and gravel yard to the east that provides access to the building and the equipment to the open gravel storage area further to the east.



This is looking further to the east at the gravel area adjacent to the paved yard. The proposed new storage building will be located here. The new fence would run the circumference of the paved area from the existing storage building to the new proposed storage building. Much of the equipment in view here would be moved inside the new storage building.



The image to the left is the view from Golf Course Road looking through the residential property with the subject property behind. Only a small portion of the lot is visible.



This image is looking south from the paved yard towards the neighboring residence. This area would have the fence around it. There is a sporadic line of vegetation that provides some screening between the two properties. The UDO requires screening from a less intense use to a more intense use in the same zone district.





Fencing

The applicant would like to install approximately 400 lineal feet of chain link fence from the east side of the existing storage garage, extending around the existing paved area, and terminating at the proposed new storage building on the east side. The new 30-foot by 100-foot storage building, outlined here in orange, will help to further store and secure vehicles and equipment that are currently sitting outside in the yard. The lines shown in red are locations of the proposed 8-foot high fencing. This is two feet higher than what is allowed for fence height per ordinance without a CUP. The fencing standards allow fencing to exceed these maximum heights allowed with the approval of a CUP.

Staff does not have concerns with 8-foot fencing in the proposed location and could support this if all other ordinance requirements are met and the fence is maintained in good repair. The purpose of the fence is to prevent vandalism, trespassing and theft to the DNR property. The applicant stated that there have been issues in the past with vandalism and/or theft of the DNR property. The extra two feet of height will provide added protection. There will be a manually operated cantilevered gate on the fence at the drive entrance to the yard. The fenced in area will remain locked at all times that it is not be used by the DNR.

Landscaping, Buffers and Screening

A large portion of the existing lot is wooded or grass covered. A ravine and associated floodplain overlay cover the east edge of the property. The maintained lawn areas contain a variety of trees dispersed throughout. The UDO specifies in section 6.4-C, that where proposed development abuts a permitted and less intense use in the same district, the proposed use shall provide a minimum ten (10) foot wide landscaped buffer between the proposed development and the less intense use. There is an existing line of trees along the edge of the lot providing some screening from the adjacent residential property to the south. (See photo above) Section 6.4-4c describes the planting requirements for new accessory buildings and structures on parcels with existing development. New accessory buildings and structures shall provide one (1) tree and two (2) shrubs for every two thousand (2,000) square feet of land disturbance. The new 3,000 square foot building would therefore require an additional 2 trees and 3 shrubs to the property. Staff recommends that these new plantings be located along the existing line of trees adjacent to the residential property where the largest gaps occur in the existing buffer. The installation of the plantings shall take place within one growing season of building completion and/or fence installation. Staff recommends as conditions of approval that the applicant submit a revised site plan showing the locations of these required plantings and that these plantings be installed as mentioned above.

Lighting

The property contains a government use with the primary structure providing public service to area residents during regular office hours. This building provides a lighted parking lot with off-street parking for employees and customers. The north side of the lot, containing the storage building and paved yard, does not have any existing pole lighting but the existing structure contains exterior building lighting on all sides. The new building would also have exterior wall mounted light fixtures that would be required to be code compliant in regards to maximum light levels, trespass, shielding and hours of operation. There is no required lighting for this proposed use and it will not be in an area that is used or accessible by the public.

Building Elevations

The applicant has submitted a permit application for a new 30-foot by 100-foot accessory storage structure to be located on the east side of the existing paved yard. This is for a pre-engineered structure fabricated by Cleary Building Corp. The elevation facing the paved yard will have multiple overhead doors for access into the building and the fence will terminate at each end of the structure. The building will have metal ribbed panel exterior cladding. Staff met onsite with the applicant to view the location of the proposed building from Golf Course Road. It was determined that because the use is an accessory structure near the back of the property and the views of it from the road are minimal, there would be no adverse impact on the surrounding area and it would therefore comply with ordinance requirements. Most of the equipment currently sitting outside would be moved inside this new structure. Providing additional space to store this equipment inside and out of view is a benefit to the aesthetics of the neighborhood and will add a higher level of security.

Signage

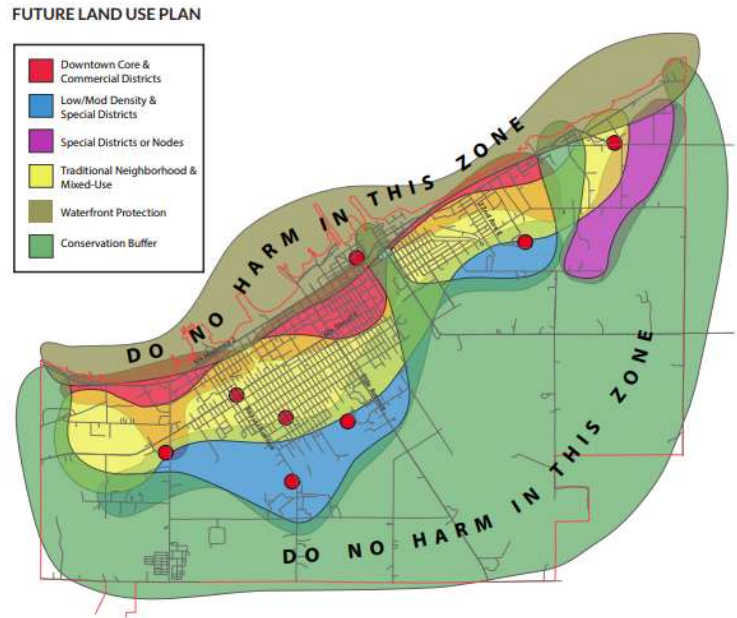
There is existing low-profile freestanding sign and a few information and direction signs located near the entrance to the property for the primary building. There is no other signage on the site and no new exterior signage is proposed or required at this time.

Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use.

1. Consistency with Comprehensive Plan.

The subject property is located within the overlap of the Downtown Core & Commercial Districts and the Traditional Neighborhood & Mixed-Use District. The Future Land Use Map does not rigidly define land use districts but allows some overlap and flexibility to accommodate different uses as needed. The subject property is occupied by a government entity that provides services to area residents. The land use is consistent with the UDO and will not change. The Comprehensive Plan recognizes the importance of neighborhood aesthetics and staff believes that a well-maintained fence will allow the applicants added security for their property while maintaining/not detracting from the aesthetics of the area. Staff is of the opinion that the proposed 8-foot fence would not conflict with the intent of the Comprehensive Plan by detracting from the neighborhood's aesthetics.



2. Compatibility.

The community service land use is compatible with the current Unified Development Ordinance. If the applicant agrees to meet any conditions as set as part of this CUP, the proposed fence would also be compatible with the UDO. The UDO allows for property owners to construct fences that meet the ordinance height and design standards on their properties. The CUP process allows for fencing to exceed the base ordinance height maximums, in this case increasing the height to a maximum of 8 feet. The UDO design standards for fences do not allow a CUP process to deviate from the design standards. Therefore, staff would recommend allowing a fencing height of up to 8 feet in the side and rear yard subject to appropriate conditions. Approval conditions would ensure that the fencing is compatible with the intent of the UDO.

3. Importance of Services to the Community.

The subject property is occupied by a government community service use and accessory storage building. An additional storage building is also a component of this project. The CUP allowance for increased fence height does not directly benefit the community. However, the proposed fence can allow the property owners to better secure their property to protect the valuable equipment the DNR stores onsite. The design and placement of the fence would not detract from the area aesthetics and would only be minimally visible from the public right of way.

4. Neighborhood Protections.

The subject property is located in the Regional Commercial district and surrounded by mainly single-family residential lots. There is one commercial storage use flanking the property on the very eastern edge on the other side of the ravine. The UDO fencing standards are in place to establish reasonable regulations on fencing heights and designs while allowing owners options to construct fences for privacy and other reasons on their properties, in this case for added security. Due to the distance of the proposed fence from the public right of way and the existing vegetative screening on the site, staff does not believe the fence will detract from the neighborhood character. The only concern would be the view of the fence and the proposed new metal-sided building from the residence tucked in between the subject property and Golf Course road. If the applicant installs the landscaping as required by the UDO and recommended by staff, this will help screen the view of the proposed storage building and fence from the residence.

5. Conformance with Other Requirements:

The property must conform to all other applicable City code requirements, including (but not limited to):

- All applicable sections of the UDO.
- The applicant shall obtain necessary zoning and building approvals along with building permits for any simultaneous or future improvements on the property.

Review Recommendation

Staff recommends APPROVAL of the Conditional Use Permit to allow a fence exceeding 4-feet in height in the rear yard at 2501 Golf Course Road (Parcel # 201-04808-1000) contingent on the following conditions

1. A fence height of up to eight (8) feet is permitted for proposed chain link fencing in the rear yard between the existing storage building to each end of the proposed new storage building.
2. The proposed fencing shall be installed with the supports facing inward and finished side facing outward consistent with the UDO design standards.
3. The Conditional Use Permit is only for the fencing proposed and not for any additional uses or improvements. If any additional changes are proposed such uses will require additional staff and/or Conditional Use Permit approvals through Plan Commission and the Common Council. This applies to the new storage building being proposed as part of this development.
4. A fence permit is required prior to the installation of the proposed fencing.
5. To ensure compliance with screening and landscaping requirements, three (3) trees and two (2) shrubs shall be planted within the line of the existing buffer between the new fence and the residential property to the south. This shall be completed within a year of building completion and/or fence installation. The location and species of these plantings shall be approved by staff before they are installed. The applicant shall submit a revised site plan indicating the numbers, types, and locations of the required plantings for staff review and approval prior to obtaining a building permit.

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a determination. The required Class 2 public hearing notice was issued on Oct 2nd & Oct 9th and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

Ref: 2025-221

COUNCIL AGENDA: 9.D.
(10/28/2025)

SUBJECT: Consideration of a Loan Agreement with BGNG, LLC: Joseph and Victoria Gokee for Down Payment Assistance for the Purchase of 421 Main Street West, Ashland (Administrator) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Attorney

EXHIBITS:

1. Loan Agreement with City of Ashland
2. Letter of Support Toddy's Place

EXPENDITURES REQUIRED: \$35,439.44

AMOUNT BUDGETED: \$37,000.00

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE:

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 chose to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Administration is proposing providing \$35,439.44 of TID 10 funds as a forgivable loan to BGNG, LLC: Joseph and Victoria Gokee, for the purchase of real property at 421 Main Street

West. With the purchase of this property, the borrowers will be opening a retail store in a currently vacant building in the heart of the downtown.

As outlined in the agreement, the store must open within one year after January 1, 2026 and be owned by the Gokees for at least five (5) years after the approval of this agreement in order for the loan to be forgiven. The agreement has been reviewed and approved by legal counsel.

BGNG, LLC: Joseph and Victoria Gokee
LOAN AGREEMENT
with
CITY OF ASHLAND

This Loan Agreement (“Agreement”) by and between the **City of Ashland, Wisconsin**, hereinafter referred to as the “**City**”, and **BGNG, LLC: Joseph and Victoria Gokee** located at 7 Victoria Lane, Ashland, Wisconsin 54806, hereinafter referred to as the “**Borrowers.**”

WHEREAS, the Borrowers own or will acquire property located at 421 Main Street West, Ashland, WI 54806 (“the Property”) with the intent of creating a commercial retail business on the Property; and

WHEREAS, the Borrowers have applied to the City of Ashland for a forgivable loan in the amount of Thirty-Five Thousand Four Hundred Thirty-Nine and 44/100 Dollars (\$35,439.44) to assist with the improvement and development of the Property with the intent of creating a commercial retail business; and

WHEREAS, the City has created Tax Increment District No. 10, pursuant to Wis. Stat. §66.1105, to encourage economic development, including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property; and

WHEREAS, the City has determined that the improvement and development of the Property into a commercial retail business and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve a public purpose in accordance with state and local law; and

WHEREAS, the City has approved the use of TID 10 funds for the loan provided for in this Agreement.

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

1. Loan

The City agrees to loan the Borrowers the sum of \$35,439.44 (the “Loan”). The Loan shall bear no interest and no monthly payments shall be required. The Loan shall be forgivable as set forth in Section 3 below. The Loan proceeds will come from the City’s Tax Increment District No. 10 (“TID 10”) funds.

2. Term

The term of this Agreement shall commence on the date the Agreement is fully executed by all parties and shall continue for a period of five (5) years, unless otherwise extended or terminated pursuant to this Agreement.

3. Forgiveness of Loan

If the Borrowers comply with all terms and conditions of this Agreement, the Loan shall be fully forgiven upon the expiration of the five-year term set forth in Section 2 above. No repayment of the Loan shall be required, provided that: (a) the Borrowers maintain ownership of the Property for the entire five-year term; (b) the business is open to the public no later than January 1, 2027; and (c) the Borrowers comply with all other terms and conditions of this Agreement.

4. Repayment Upon Sale or Transfer

The Borrowers shall not sell, transfer, or otherwise convey ownership of the Property before the expiration of the five-year term in Section 2 above. Failure to comply with this Section will be considered a default under Section 8 below.

5. Business Opening Date.

The new business on the Property must be open to the public by January 1, 2027. Failure to comply with this Section will be considered a default under Section 8 below.

6. Deferred Status

Payments under this Agreement are deferred for the term of the Agreement, subject to Section 8 below. No interest shall accrue, and no payments are required unless a default under Section 8 occurs.

7. Security Interest

To secure the Borrowers’ obligations under this Agreement, the City shall record a Promissory Note and Mortgage/Deed of Trust against the Property in the amount of \$35,439.44. The security instrument shall remain in effect until the earlier of: (a) the City forgiving the Loan at the end of the five-year term, or (b) Borrowers’ full repayment of the Loan to the City following a default under Section 8 below.

8. Default

Failure by the Borrowers to comply with any term of this Agreement, including, but not limited to, the terms in Sections 4 and 5 above, shall constitute a default by the Borrowers. Upon a Borrower default, the City may declare the Loan immediately due and payable in full and exercise any remedies available under law. In the event of a Borrower default, the full original principal balance of \$35,439.44 shall immediately become due and payable in full to the City. The Borrowers shall remit full repayment of the original

principal balance to the City within thirty (30) days of written notice by the City to the Borrowers that a default under this Section has occurred and that the City is declaring the Loan immediately due and payable.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any legal action shall be in Ashland County, Wisconsin.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements relating to the subject matter herein. No amendment shall be valid unless made in writing and signed by both parties.

11. Severability

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity or any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. The Borrowers may not assign their rights or obligations under this Agreement without prior written consent from the City.

13. Execution in Counterparts.

This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. This Agreement may be signed electronically via DocuSign or any other form of electronic signature, such electronic signature shall be considered the same as an original signature.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the day and year first above written.

CITY OF ASHLAND, WISCONSIN

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Denise Oliphant, City Clerk

BORROWERS:

Joseph Gokee

Date: _____

Victoria Gokee

Date: _____

STATE OF WISCONSIN
COUNTY OF ASHLAND

Personally came before me on this ___ day of _____, 2025, the above-named Joseph and Victoria Gokee, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

County of Ashland

My commission expires: _____



September 8, 2025

Entrepreneur Fund
202 W. Superior St. Suite 311
Duluth, MN 55802

Dear Loan Review Committee,

I write this letter on behalf of Ashland Area Development Corporation (AADDC), and in support of the commercial loan application submitted by Joseph and Victoria Gokee, co-owners of "Toddy's Place".

For many months, AADC has been providing entrepreneur support resources to these loan applicants. These resources included one-on-one coaching, entrepreneur classes, and our mentorship program. AADC staff enthusiastically support the Gokee's plan to apply for a FUNDDiversity down payment grant from AADC to purchase a commercial building in Ashland's downtown.

Toddy's business concept addresses a need in our regional business community. There is a lack of storefronts in Ashland County that offer culturally traditional products like wild rice, maple sugar and syrup, and the supplies for harvesting these traditional food products. Their store will also specialize in traditional Ojibwe crafts and artwork made by many local Native American artists, and apparel that is popular with Chequamegon Bay residents.

Joseph and Victoria know their industry, their market, and their customer base very, very well. Both entrepreneurs are tribal members and are deeply connected to the people who will be both producing the products and purchasing the goods. The business plan incorporates both resale and consignment items, as well as products and artwork created by the owners of Toddy's Place. It will be the unique culturally based business for which regional shoppers have been pining for years!

Joseph and Victoria have selected a premium storefront located at one of the prime intersections in the Ashland business district. It has excellent potential to draw in tourists who appreciate Native American traditional products of high quality. The property is located on a block that the City of Ashland's comprehensive plan has earmarked as the future gateway from Highway 2 to Ashland's downtown shopping district.

These two business partners are financially stable; their personal income is sufficient to carry the loan regardless of revenue from the business. The rear of the building has a long rental history and will reliably produce a stable flow of revenue. Toddy's Place has already received a solid commitment from eager customers hoping to purchase ricing equipment valued at \$20,000.

AADC is an enthusiastic supporter of Joseph and Victoria's vision for Toddy's Place. Our commitment to provide further support to them is based on the practicality of the numbers, the promising market outlook for their specialty goods, and the excellent location available to them in our shopping area.

Although the financial projections are convincing enough, the passion Joseph and Victoria feel for bringing their vision to life can only be fully appreciated by talking to them in person. I hope that the people at the Entrepreneur Fund who will be considering their loan application will create an opportunity to talk personally with Joseph and Victoria, to understand the depth of their commitment and preparedness.

This project is strong enough to stand on its own merit during EFund's application review. An additional outcome of a completed loan to this business venture could elevate EFund's relationship with all tribal entrepreneurs through this single investment in a deserving Native American-owned venture.

Please don't hesitate to contact me if you would like to further discuss AADC's commitment. I would be happy to talk with you about it!

Sincerely,



Carver Harries
Executive Director