



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 the meeting from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/500263957> Access Code: 500-263-957
Or dial in using your phone. United States (Toll Free): 1-877-309-2073
Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, February 24, 2026 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. February 10, 2026 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD (Each Speaker is limited to 3 minutes/30 minute limit total)

5. MAYOR'S REPORT

A. Announcements

6. ADMINISTRATOR'S REPORT

A. Event Director Report

7. CONSENT AGENDA

A. Miscellaneous Minutes

8. PRESENTATION by Josh Low of Ehlers Regarding Financial Debt Issuance Plan for 2026 through 2039

A. Presentation and Discussion by Ehlers Regarding the City's 2026 and Future Debt Issuance Financial Plan

9. OLD BUSINESS

- A. **Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2026 Prentice Avenue Phase 2 Reconstruction Project** *(Public Works)* Roll
- B. **Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2026 13th Avenue East Reconstruction Project** *(Public Works)* Roll
- C. **Approve to Accept a Professional Services Proposal from Cloudpoint Geospatial to Provide Geographic Information Systems Services** *(Public Works)* Roll
- D. **Approve an Ordinance to Amend Chapter 463 (1819) Policies and Procedures for Parks, Facilities and Recreation Areas, Ashland City Ordinances to Update Reservation Policy for RV & Tent Camping** *(Parks & Recreation)* Roll
- E. **Approve an Ordinance to Amend Chapter 544 (1026) Vehicular Stopping and Parking, Ashland City Ordinances, to Add Designated Parking Spaces for Applicants Northlakes Community Clinic and Ashland United Methodist Church** *(Clerk)* Roll
- F. **Approve an Ordinance to Amend Chapter 888 (2022-1962) Transient Vendors, Transient And Permanent Merchants And Door To Door Solicitors, Ashland City Ordinances** *(Clerk)* Roll
- G. **Approve to Amend Chapter 889 (2022-1963) Mobile Food Establishments, Concessions and Food Vendors, Ashland City Ordinances** *(City Clerk)* Roll
- H. **Accept the Quote from DSC Communications for the Purchase and Installation of Base Radio Equipment for the Ashland Fire Department** *(Fire & EMS Department)* Roll
- I. **Approve to Accept a Community Development Block Grant for Planning Project (CDBG-PLNG) Award to Update the City of Ashland's Comprehensive Plan** *(Planning & Development)* Roll

10. NEW BUSINESS

- A. **Consider to Accept Master Agreement for Professional Services for Technical Design Services from CBS Squared, Inc. for the 2027 11th Avenue East Reconstruction Project** *(Public Works)* Roll
- B. **Approve to Appropriate Funds from Tax Incremental District (TID) 11, and Approve a Resolution to Approve the Purchase of Property, Parcel No. 201-01538-0000, Consisting of Lots 1 and 2 Less Right-of-Way and Lots 3 through 8 East of Right-of-Way, Block 100 Ellis Division, Section 33, Township 44N Range 4 West, in the City of Ashland, Ashland County, Wisconsin, Zoned City Center (CC) from Joshua James Clark** *(Public Works, Planning and Development)* Roll

11. 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. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD telephone number).

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, February 10, 2026 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, February 10, 2026 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, James Gregoire, Charlie Ortman, Nancy Sztynдор

ALSO PRESENT: Mayor Matthew MacKenzie, City Clerk Denise Oliphant, Public Works Director John Butler, Parks Director Catlyn Nowicki, Marina Manager Scott Stegmann, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **January 27, 2026 City Council and Committee of the Whole Meeting Minutes**

A motion by Ortman and seconded by Gregoire 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:

Bailey Kroll, resident, asked Council not to support ICE and prohibit the police department from assisting ICE activities in the City.

Ellie Priester, resident, requested that the city enact a policy against ICE activities.

Beth Gehred, resident, asked that Council put the ICE issue on an agenda or hold a listening session.

Joel Langholz, resident, supported the previous speakers and asked Council to circle back to addressing the homeless.

Kathy Allen, resident, asked to have a legal review on how the police should interact with ICE agents, and look ahead to their presence at polling locations during elections.

5. MAYOR'S REPORT

A. Announcements

Mac Kenzie mentioned that the Administration has reached a tentative agreement with both the Fire Department and Police Department unions. Vision Inc. have obtained building permits to continue with construction at the former Roffers Construction site. He noted the Book Across the Bay and other events are happening this coming weekend. Councilors received a letter at their chairs for informational purposes regarding the Coast Guard's interest in a property in the City.

6. CONSENT AGENDA

A. Miscellaneous Minutes

B. January 2026 Permit and Property Maintenance Reports

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

7. ADJOURNMENT

A motion by Andrew Goyke and seconded by Peter Levi to adjourn was passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, February 10, 2026 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, February 10, 2026 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:30 p.m.

1. Roll Call

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

ALSO PRESENT: Mayor Matthew MacKenzie, City Clerk Denise Oliphant, Public Works Director John Butler, Parks Director Catlyn Nowicki, Marina Manager Scott Stegmann, and other interested citizens.

2. Approval of Agenda

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

3. Council President's Report

Ortman offered no report.

4. Items for Discussion and Possible Action

A. Amend Ch 463 Parks & Rec Reservations, RV & Tent Camping (*Parks & Recreation*)

Nowicki explained the proposed changes. Gregoire moved, seconded by Sztynдор to advance the item to Council for formal approval. The motion carried unanimously by voice vote.

B. Discussion on Pump and Control Upgrades at the Drinking Water Treatment Plant (*Public Works*)

Butler introduced the item but requested no action was being requested at this time.

C. Discussion on Anticipated Special Assessments for 2026 Construction Projects (*Public Works*)

The item was introduced by Butler, asking Council for consideration of the proposed recommendations. After discussion, no formal action was taken.

D. Proposed Amendment to Ordinance 544.22, Reserved Parking Places (*Public Works*)

Butler introduced the item and answered questions from Council. Seefeldt moved, seconded by Sztynдор to advance the item to Council for formal approval. The motion passed unanimously by voice vote.

E. Updating and Clarifying the Marina Park Boundary and the Marina (*Public Harbor Facilities*) Boundary (*Mayor*)

Mac Kenzie began discussion by asking Council for direction. After discussion, it was determined to direct the Harbor Commission to review at their next meeting. No formal action was taken at this time.

F. **Proposed Amendments to Chapter 888 Transient Vendors, Transient and Permanent Merchants, and Door to Door Solicitors; and Chapter 889 Mobile Food Establishments, Concessions, and Food Vendors (*City Clerk*)**

Oliphant offered an introduction to this item and answered questions from Council. With recommendations to correct minor grammatical errors for clarity, a motion by Sztynдор, seconded by Gregoire to advance the item to Council for formal approval, passed unanimously by voice vote.

5. **Adjournment**

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

Respectfully Submitted,

Denise Oliphant,
City Clerk



Parks and Recreation Committee Meeting Notice

Monday, December 15th, 2025

City Hall Council Chambers – 601 Main St W. Ashland, WI 54806

6:00PM

Take notice that a meeting of the Parks and Recreation Committee will be held in-person in the City Hall Council Chambers, with the availability to attend virtually.

To join the meeting from your computer, tablet or smartphone: <https://meet.goto.com/560079861>
Or dial in using your phone. United States (Toll Free): 1 866 899 4679 Access Code: 560-079-861

AGENDA

- 1. Call to Order and Roll Call**
- 2. Approval of the Agenda**
- 3. Consent Agenda**
- 4. Public Participation (non-agenda items)**
- 5. Action Items/Updates:**
 - a. Park Naming Vote- member unanimously voted for "Miskwaa" and this will be moved to Committee of the Whole on Jan. 19th
 - b. Trail Expansion Update: approved capital projects- expansion of the rails to trails corridor outside of Kreher campground for spring 2026
 - c. Urban Forestry Update: conducted a tree inventory summer 2025 and implemented emerald ash bore treatment on 59 trees. Will remove trees that did not take to the treatment spring 2026. Public Works team is currently working on trimming on city sidewalks and alleyways. Arbor Day Tree Order proposal will be taken to Public Works.
 - d. Aquatics Committee Presentation: rescheduled for Jan. 19th
 - e. City Events and PRC: City Event Coordinator will attend March PRC meeting.
- 6. Future Agenda Items**
 - a. Beaser Community Garden Contracts
 - b. Purchase of Northland Outdoor Equipment and Gear- pending
- 7. Adjournment**

Commented [SW1]: Maybe have this as an opportunity to for you and others to decide which items to keep on/include on future agendas.

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

City of Ashland – Public Works Committee Meeting

Minutes

A meeting of the Public Works Committee was held on **Thursday, January 8, 2026** at **5:00 PM** in the City Hall Council Chambers (601 Main St W).

1. Roll Call

The January 8, 2026 meeting of the Public Works Committee was called to order at 5:00 p.m. Roll call was taken:

Present - Phil Sorensen, Robert Klamerus, Ed Calhan, Andy Goyke, Anne Chartier

Also Present - Public Works Director John Butler, Utility Manager Brian Ledin, Public Works Administrative Manager David Garrington, Civil Engineer - Utilities Madison Krzciok, various community members

2. Approval of Minutes

Sorensen motioned to approve the minutes from the December 11, 2025 meeting with an amendment to Item 4A to include the clarification that if the City decided to move away from maintaining Highways 2 & 13 during the winter months, the County would take over winter maintenance. Goyke seconded the motion to approve the amendment. Motion carries unanimously by voice vote.

3. Citizen Participation Period

Zygmund Jablonski updated the committee on issues stemming from the Water Meter Replacement Project. It was found that Hydro Corp. allowed non-licensed plumbers to replace water meters without proper oversight from a licensed plumber. The plumber from Hydro Corp. was fined \$10,000.

He also spoke about his problem with City crews pushing snow to north side of Main st and his worry that fire hydrants are being blocked.

John Butler spoke on behalf of Anne Chartier about selling bulk water to Enbridge. Director's opinion is to sell water just as we would to any other contractor.

4. Unfinished Business

- a. Discussion and Possible Recommendation Regarding Future of Fluoride in City Drinking Water

The dept. followed up with Ashland County HHS Administrator about support for the addition of fluoride to municipal drinking water and provided data about the benefits of fluoride to support the argument. cost of fluoride is ~\$590/month or \$7,080/year

Benefits to the general public - 40%-60% reduction of tooth decay in children living in communities with optimal fluoridation over last 75 years, benefits vulnerable community who cannot afford dental care, fluoride helps Water dept. identify source of leak if standing water on the ground is found.

Klamerus motioned to approve keeping fluoride in drinking water, Calhan seconded. Motion carried unanimously by voice vote.

5. New Business

- a. Discussion and Possible Action on Funding for Private Lead Service Lateral (LSL) Program

Madison presented info on Lead Service Line (LSL) inventory and how the City approaches getting the lead out of the public water system. Residents can access an interactive map on the City website to display all lead service lines in the City.

Historically the City was able to access funds through the DNR Safe Drinking Water Loan Program to pay 100% of replacement for private side LSL. These replacements were coordinated with street reconstruction projects on streets that were heavy on lead lines. Street funding for reconstruction projects cannot keep up with demand for LSL replacement. Funding is also changing through the DNR; the City will also no longer be able to obtain funds to pay for 100% or private side LSL replacement.

EPA is requiring all lead to be removed from system by 2037. City could meet 2037 goal by replacing ~50 LSLs per year but will need to identify other funding sources than Safe Drinking Water Program, such as absorbing cost into general fund or special assessing.

Goyke moved to direct Public Works to create strategy to replace LSL, with all necessary financial details, to remove lead lines by 203, seconded by Calhan. Motion carries unanimously by voice vote.

6. Items of Interest for Future Meetings

Jonathan Kingfisher wanted to speak during the Citizen Participation period but, due to technical difficulties, was unable to until the end of the meeting. He wanted to express he is absolutely against the City selling water to Enbridge for their pipeline reroute project.

- a. Discussion and Possible Recommendation on Private Storm Water Connection to the Public Storm Water System (Tabled from October 2025 Meeting)
- b. City Ord. 705.19 Mandatory Connection (Tabled from July 2025 Meeting)

- c. Increasing Revenue, Cost Reduction, for Waste Water Utility (Proposed at December 2025 Meeting)

7. Set Next Meeting Date

- a. Thursday February 12, 2026

8. Adjournment

Klamerus motioned to adjourn, seconded by Sorensen. Motion carries unanimously by voice vote.

Find yourself next to the water.

A S H L A N D

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

PLAN COMMISSION MEETING MINUTES

January 20th, 2026 at 6:30PM at the City Hall Council Chambers and via Go To Meetings

The meeting can be joined in person or by using a computer, smartphone or tablet at

<https://meet.goto.com/775025133>

**The meeting can also be joined by phone at
1 866 899 4679 using Access Code: 775-025-133**

Present: Jeff Beirl, JoAnn Erickson, Ana Tochtermann, David Eades, Laurie Gregor, Mayor Matt Mackenzie, Steven Wiley (Planning and Development Director), Terri Erickson (Assistant Planner)

Absent: Shawn Brede (excused)

AGENDA

1. Call to Order and Roll Call
Mayor Mackenzie called the meeting to order at 6:30 pm and a quorum was declared present.
2. Approval of the Agenda
Ms. Erickson made a motion to approve the agenda and Ms. Gregor seconded. Motion Carried 6-0.
3. Consent Agenda
Mayor Mackenzie asked for approval of the minutes from the October 21st, 2025 Plan Commission meeting. Ms. Erickson made a motion and Ms. Tochtermann seconded. The motion carried 6-0.
4. Identify potential conflicts of interest
None
5. Citizen Participation (non-agenda items)

Scott Bretting – River Rock Inn and Bait Shop. With construction starting on the homeless shelter (2300 Lake Shore Dr W) very little is known regarding what is going on there. In earlier meetings, regarding this development, the question has been “where are people going to put their stuff”? What is going to be done to keep it from being blight? There were not going to be dilapidated vehicles, furniture, etc. outside there. When an addition was proposed it was going to be screened. Through-out the summer the place has looked horrible and it is an entrance and thoroughfare to Ashland. Now, with this apartment renovation, where are people going to put all their stuff when they get evicted and it doesn't fit inside? It is now piled up in front of the places (next door). The restaurant close by is very popular. We (the city) should be disgusted by this. The owner of Bluewave (Katie), across the street, is also very concerned and upset. People have been found sleeping in her lobby several times that had been evicted from these housing units across the street. Why is it her issue? These evicted folks have come into his shop wanting to warm up and

have stolen items. Now it becomes his issue. Nobody seems to want to address the issue and it's a problem. As a thoroughfare to Ashland, it has got to be kept clean. It seems to be ignored.

Tony Justich – Executive Director of Free Wisconsin. Wanted to address issue on agenda tonight regarding rehabilitation and transitional living here in Ashland. This type of facility has been in need since the Department of Corrections closed the transitional living facility back in September of 2024, then Crossroads ministry also shut down as well as the Sober Living Facility. The city has an ongoing problem with unhoused individuals committing crimes and exhibiting negative behaviors. Free Wisconsin works with justice impacted individuals and is a nonprofit organization in existence since 2023. He personally works with twenty clients a month of which fifteen to sixteen are from Ashland. Many are unhoused and have criminal records and many have substance abuse history as well as mental health issues. He wants to emphasize the importance of stable housing for these people. It reduces recidivism by forty percent. In regards to overall statistics and success rates, this is huge. He urges the commission to consider this issue thoroughly. He would like to set up a reintegration center in town and is a needed service. Please act favorably and be open minded to solutions that are presented.

6. Action Items:

- a. Public Hearing: Review and approval of Unified Development Ordinance Text Amendments. Applicant: Planning and Development Department

Motion to start public hearing by Mr. Bierl. Second by Ms. Erickson. Motion carried 6-0. Steven Wiley presented the information for the changes to the ordinance. The three sections include:

- 1) Part 6.3 – Parking and Loading. Change from minimum 25-foot drive aisle to 24-feet between parking. 25 feet is not typical based on research.
- 2) Part 6.4 – Landscaping Buffers and Screening. Clarify allowed locations of trash enclosures; revise language so enclosures cannot be located between the front of the building and street unless there is no other reasonable location.
- 3) Part 6.6 – Sign Standards. Allow one menu-board sign per drive lane instead of per parcel. Also recommending removal of the CUP allowance for sign area for all applicable districts. He reviewed this proposal with the city attorney who felt this was reasonable. Also included is the addition of a building management identification sign category.

He reviewed these proposals for consistency with the comprehensive plan and vision and does not believe there are any conflicts. Existing uses are grandfathered in. He recommends approval of these amendments. This required a class II hearing notice which was issued. No comments were received.

Mr. Eades made a motion to go out of public hearing. Mr. Beirl Seconded. Motion Carried. Discussion: Mr. Beirl asked if this includes temporary dumpsters. Mr. Wiley noted this is covered under a building permit and would not include this use – only permanent enclosures. Mr. Beirl then asked, for the sign CUP change, does that mean that a business then has to follow the UDO regulations there is no other relief? Mr. Wiley noted that the only option would be to apply for a variance if there is a specific hardship. He added there could be language added for an allowance related to the distance the sign is set back from the property line. Mr. Beirl noted he would like to see some type of recourse for an owner to pursue. Ms. Erickson agrees. She asked how would this affect existing signs? Mr. Wiley responded they are grandfathered in. Ms. Erickson felt the CUP

allowance should not be removed until there is something in place for another recourse. Mayor Mackenzie asked if the variance aspect is not sufficient for the recourse option? Mr. Beirl said he doesn't know enough about the variance process and requirements to respond. It was established that owners can apply for a variance today and Mr. Wiley explained this process is not a given and would go through the Zoning Board of Appeals. Mr. Eades stated he feels that it should be removed; you should not be able to get a CUP for dimensional issues. It's not what CUP's are intended for. Mr. Wiley noted that the state legislation has changed and it restricts a community's ability to deny a CUP. Ms. Gregor asked how the standards apply if the sign is replaced? Mr. Wiley noted if a sign structure is replaced, then it would need to comply with the new standards. New copy only would be grandfathered in. If replacement is due to a natural cause, it may remain the same configuration. Mr. Eades noted that CUP's do not go with the property if it changes use but variances go with the property which is a positive. Mr. Wiley can follow up on this to verify. He noted that there are specific standards in the non-conforming section that would apply to these circumstances. A motion was entertained by Mayor Mackenzie to approve and recommend to council items 1 and 2 listed above. Second by Mr. Beirl. Carried 6-0. Mr. Eades moved to approve and recommend item no.3, the proposed sign standard changes, as presented. Second by Ms. Tochtermann. Mr. Beirl asked for examples of where a variance would come into play on the size. Mr. Wiley noted an example situation with a lot that had limited frontage on the highway and a peculiar shaped lot. It comes down to what is reasonable with current limitations. It was agreed that if there are existing requirements that are not working for the community or are outdated, the city has been and will continue to do their part to make modifications to the ordinance within reason. Mayor Mackenzie called to vote to approve the sign ordinance changes as presented. Roll call vote: Erickson – NO, All others – YES. Motion carries 5-1.

- b. Review and approval of a Public Art Permit Application to allow a mural installation on the Vaughn Avenue Bridge at the 500 block of Vaughn Avenue. Applicant: Ashland Parks and Recreation Department.

Mayor Mackenzie introduced the item and noted Parks and the artist (Rose Spieler-Sandberg) was available for comment. Mr. Eades made a motion to approve. Ms. Tochtermann seconded. Discussion: Ms. Spieler-Sandberg described the grants received, the mural design and noted it would be removable in case the bridge was replaced. The mural will be worked on in public workshops open to the community starting on February 2nd. There are no future plans to do the south side at this time. Spieler-Sandberg noted the current project cost at this time is about \$12,500 for one side which would likely be a similar cost to do the opposite side. Mr. Wiley spoke briefly about the project and the standards for review, installation methods and permit approval requirements. This is a public information meeting and was published on January 15th. No comments received. Staff recommends approval with noted conditions. Motion carried 6-0 to approve the Public Art Permit.

7. Discussion Items:

- a. Discussion on Transitional Living Facilities/Rehabilitation Centers in the City of Ashland

Mayor Mackenzie noted that there has been a request for a rehabilitation center in the city for justice impaired people. As the city looks at updating the comprehensive plan, what are thoughts on transitional/rehabilitative housing and how or where they might fit in. It is reasonable to say there is a need for it but where is the most suitable location? A current request is looking at East Main Street which is an area we are looking at promoting further development for public uses that

would be an inclusive part of the West Main Street downtown area. There may be other concerns as well, looking for shared opinions. The article in the paper noting that there was a “memorandum of understanding” with the city which is false and was a mistake/miscommunication. Transitional housing is different than just a rooming house in that there is a staff office and residents are seeking treatment and resources to reintegrate into the community. This is meant to be a general conversation regarding the use and not about a specific project. Ms. Erickson commented there should be restrictions on this type of use in regards to proximity to schools. Main Street may not be a good place for this use with the issues we already have. We need to be proactive with enforcement with these types of projects and make sure they do what they say they will do. There will likely be people who have problems with any place that these are proposed. This would not seem to promote the desired redevelopment of Main Street. Mr. Wiley noted that these facilities would also have to meet state standards. Ms. Tochtermann said she felt it was hard to talk about in the abstract without knowing specifics of a proposed project. Some of these uses may need access to resources that are located close to or in the downtown area. For example, she would want to know what the needs and the requirements are of the group to help evaluate the best location. Mr. Beirl said there will be a need for this type of facility regardless and everyone will say “not in my backyard”. He agrees that the evaluation is best suited for specific projects. Several different factors need to be assessed pertaining to a proposed project and so should be specific to each one individually. Mayor Mackenzie noted there is a level of commitment required to bring a development like this to a point where it can be assessed by the commission without the developer putting a significant amount of time and/or money into it. Having the ability to give some feedback before this takes place would be beneficial on both ends. Currently we have provisions for rooming houses in some zoning districts but not others; these may need to be updated in the new comp plan and now is a good time for those discussions and hoped to have a more generic discussion about it. Mr. Eades stated that he assumes in the current UDO this use is not allowed in any zone without a CUP. Wiley confirmed this to be true. Mr. Eades thinks this is best maintained as is so any use of this type is evaluated on a case by case basis no matter the proposed location. Mayor Mackenzie noted we will see more of this and to reach out with any other feedback or questions.

b. Update on Property Maintenance Enforcement

Mr. Wiley noted current tasks: Snow removal, abatement/ tear downs of four properties last year.

c. Update on Building Permits for October-December 2025

No comments

d. Update on NWCSA Project at 2300 Lake Shore Drive West (Parcel # 201-04746-0000)

Mayor Mackenzie stated there have been questions and concerns about what is happening at this property. Initially the owner wanted to use the building for additional emergency housing. They now are modifying the building to contain apartments for low income housing. The building is on a separate parcel and a right by use under our zoning. They have both a permit for the trailer and a demo permit. There is nothing in our zoning that mandates a requirement for separate storage. They are aware it is a property maintenance issue and the city will act if it is not up to UDO standards. The condition of the property has varied over time and they have been responsive when issues have come up. There is a landscaping provision that is being dealt with and will be done by May. The plans have also been reviewed and approved by the state. He reaffirmed the building is

not going to be a boarding house for emergency housing but rental apartments. Each sleeping unit will have kitchens and bathrooms. There will be 11 units. Ms. Erickson asked who will be paying the rent and will vouchers be used? The answer to this is unknown by the city. Ms. Erickson noted it doesn't seem like they are doing a good job keeping up their current property and this new project seems like a loophole they found. She feels we should ask if it is really low-income people paying for the rent or people getting vouchers for an extended stay. Mayor Mackenzie responded he does not believe that is something we can legally require. It is also possible it could be tax exempt and we don't have the right to deny it because of this status. Ms. Erickson asked what if we find out later they are using it as a homeless shelter. If we find out they are not using it as apartments, the city can give them a cease & desist order. Mr. Wiley clarified that even though the property was purchased together, the project site is a separate parcel and has no relation to the CUP requirements that apply to the adjacent property containing the shelter. Mayor Mackenzie noted that the city is aware of and does get on the owner for the property when it is looking poorly. They have been somewhat responsive. Mr. Eades pointed out that there are many places in the city that need to do a better job of keeping properties maintained, based on the maintenance reports. Mayor Mackenzie noted that staff has been more aggressive than ever with property maintenance and code enforcement; but staff time and resources are limited. He feels the city has done a real good job keeping the city taxes in check even with the new upgrades that have been accomplished over the last year. Ms. Tochtermann noted that there seems to be a lack of trust within the community regarding past experience and expectations of this development and the developer not following through with commitments. In the interest of collaboration, it would be nice if they shared more information publicly about their vision and project planning in the city. Mayor Mackenzie noted he would be happy to ask. He noted that their other property has a condition to prepare an annual report which he will inquire about. Ms. Erickson asked why are we moving forward with letting them start another new project when they haven't satisfied the requirements of their existing project? Mayor Mackenzie responded that the city has often been too lenient and given code violators too many chances to come into compliance. There was a motion to recognize Mr. Bretting to speak from the public by Mr. Eades. Second by Mr. Beirl. Motion Carried 6-0.

Mr. Bretting felt that it is obvious, by the title of the project, that it is meant to be transitional housing. When they are changing the use like they are, it should be coming in front of the board for approval. He stated there is not enough room for 11-unit parking. There should be 2 ½ spaces per apartment and it never been questioned as well as what are they going to do about the stuff which there is not enough room on the property. The stuff is piled out in front of the homeless shelter for long periods of time or sits by the dumpster for all the people coming into Ashland to see. The city shouldn't have to keep using their resources to keep going after them to clean up – they already know the rules and that it is an issue. The outside of the property looks horrendous right now. They need to be made accountable and it doesn't seem to be happening.

Mayor Mackenzie noted there are different definitions of transitional housing and what qualifies under this which needs to be further evaluated. Ms. Erickson asked if there is any way to pause what is happening there now. Mr. Wiley noted he can reach out to Millie and get clarification on what exactly their intentions are for what they are planning to do to make sure we are on the same page. He feels the city made it clear to her what they are and are not allowed to do. The length of the stay for what they are calling "transitional housing" is somewhere between the short term and long-term definition. The emergency shelter stay is for up to a 30-day window with no where for them to go after an extension. The transitional housing unit would provide for a longer-term window of a year with another year-long extension possible. Ms. Tochtermann stated this is different

than an affordable rental apartment. Ms. Erickson expressed dissatisfaction that the commission was never notified of the plans for this project when it has been apparent that this property has been an ongoing topic of discussion over the years with various concerns that have been brought to the staff's attention. It adds to the distrust that the commission is not being informed of important issues. It seems, based on what she's hearing, that they have changed the words of what they are doing to satisfy the ordinance requirements but the not the actual scope. Mr. Eades asked if anyone is allowed to rent the apartments. Mayor Mackenzie replied that is a question we will have to ask Millie. It was noted the city does not have any legal recourse to stop the project to further investigate some of these questions. Mr. Wiley noted they have met all the cities requirements as far as he can tell and the plans have been approved by the state.

e. Update on Miscellaneous Planning and Development Items

Mayor Mackenzie noted that the Beaser Avenue apartments have been started. Mr. Wiley noted they got started a little late and plan to be done and occupied in 2027. The city is still working with Alex Vickroy on a development agreement for the Beaser School re-use for market-rate unit apartments. The library completion has been a bit delayed due to some door issues. Still looking to be done and moved back in by March. There is a potential interested developer for the parcel by Kwik Trip but it is confidential at this time.

8. Announcement/Reports/Comments/Questions - None

9. Adjournment

Mayor Mackenzie recapped on the Transitional Housing discussion and asked for commissioners to reach out with additional input or feedback.

Motion to adjourn by Mr. Beirl, Second by Ms. Tochterman. Carried 6-0.

Meeting closed at 7:48 pm

Recorded by:
Terri Erickson
Assistant Planner

Ref: 2026-030

COUNCIL AGENDA: 8.A.
(2/24/2026)

SUBJECT: Presentation and Discussion by Ehlers Regarding the City's 2026 and Future Debt Issuance Financial Plan

RECOMMENDATION: NA

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administration

EXHIBITS:

1. Capital Projects List 2026
2. Ashland Debt Presentation

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. The Mayor and/or City Clerk have chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Council approved the 2026 capital improvements plan at the November 18, 2025 meeting, which included \$2,671,500 of debt issuance plus the debt issue costs. See attached exhibit.

The Council also approved a development agreement for tax increment district #11 for the Beaser Avenue apartment complex at the August 29, 2025 meeting, which includes the City issuing debt for \$3,000,000 plus debt issuance costs for the development grant. This debt issue will be paid back with tax increment dollars.

Josh Low from Ehlers will be discussing the details of the above-mentioned debt issues, future debt issues and will be able to answer any questions you may have.

The Resolutions to Issue Debt will be presented at the March 10, 2026 meeting. The bid awards for the debt issues, for Council approval, will be at the March 31, 2026 meeting.

2026 Project and Capital List Approved 11/18/2025															
			Project Expenditures			Sources of Project Revenues									
		Estimated Fund Balance Jan 1st	Project Expenditure Request	Transfers OUT to Other Funds	TOTAL EXPENSES TRANSFERS OUT	\$ 212,500 2026 Levy/Trans			\$ 2,671,500 Borrowing	Transfers IN from Other Funds		Use of (Increase) Fund Balance	TOTAL PROJECT SOURCES	Estimated Fund Balance Dec 31st	Fund Balance Restricted to Specific Project
	TID # 10 Project Fund (CP 414)														
	Various projects per the project plan		\$ (20,000)	\$ -	\$ (20,000)	\$ -	\$ 20,000	Increment	\$ -	\$ -		\$ -	\$ 20,000		
	Downtown improvement grants		(125,000)	-	(125,000)	-	47,269	Increment	-	-		77,731	125,000		Available for future projects
			-	-	-	-	-		-	-		-	-		
	TOTALS	\$ 177,000	\$ (145,000)	\$ -	\$ (145,000)	\$ -	\$ 67,269		\$ -	\$ -		\$ 77,731	\$ 145,000	\$ 99,269	\$ 99,269
	TID # 11 Project Fund (CP 416)														
	TID 11 creation expenses to be reimbursed with tax increment or other revenue		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
			-	-	-	-	-		-	-		-	-		
	TOTALS	\$ (16,000)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ (16,000)	\$ -
	Public Transportation (CP 415)														
			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
	Future transportation projects		-	-	-	-	-		-	-		-	-		22,000
	TOTALS	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ 22,000	\$ 22,000
	(\$19,000 is reserved for BART-WIDOT restriction)														
	Building & Facilities (CP 450)														
	Barron Property Project - up to \$800K		\$ (800,000)	\$ -	\$ (800,000)	\$ -	\$ 249,000	Grant	\$ 551,000	\$ -		\$ -	\$ 800,000		
	VPL building - new roof		(100,000)	-	(100,000)	-	100,000	Grant/Note Balance		-		-	100,000		
	Building cost Cheq Humane Assoc.		(50,000)		(50,000)	-	50,000	GF-Fund Balance				-	50,000		
	City Hall building improvements		(100,000)		(100,000)	-	-		100,000			-	100,000		
	Project contingency		-	-	-	-	-		-	-		-	-		22,000
		\$ 22,000	\$ (1,050,000)	\$ -	\$ (1,050,000)	\$ -	\$ 399,000		\$ 651,000	\$ -		\$ -	\$ 1,050,000	\$ 22,000	\$ 22,000
	Waterfront Develop (CP 453)														
	Room tax revenue estimate		\$ -	\$ -	\$ -	\$ -	\$ 149,000	Rm Tax	\$ -	\$ -		\$ (149,000)	\$ -		\$ -
	Update Parks & Trails Interpretive Signage		(50,000)		(50,000)		25,000	Grant				25,000	50,000		
	Trnsf 481-Kreher Boat Launch Construction		-	(618,000)	(618,000)	-	-		-	-		618,000	618,000		
	Transfer to GF 100 - GF Parks maintenance reimbursement		-	(60,000)	(60,000)	-	-		-	-		60,000	60,000		
			-	-	-	-	-		-	-		-	-		
	TOTALS	\$ 554,000	\$ (50,000)	\$ (678,000)	\$ (728,000)	\$ -	\$ 174,000		\$ -	\$ -		\$ 554,000	\$ 728,000	\$ -	\$ -
	Equipment Leases (454)														
	Public Works Truck Leases		\$ (75,000)	\$ -	\$ (75,000)	\$ 11,500	\$ 10,830	Veh Sale	\$ -	\$ 52,670	460	\$ -	\$ 75,000		
	City Hall Car - employee out-of- town travel		(8,500)	-	(8,500)	3,500	5,000	Veh Sale	-	-		-	8,500		
	TOTALS	\$ 100	\$ (83,500)	\$ -	\$ (83,500)	\$ 15,000	\$ 15,830		\$ -	\$ 52,670		\$ -	\$ 83,500	\$ 100	\$ -
	Public Works Equipment (CP 460)														
	Snow Patrol Truck		\$ (285,000)	\$ -	\$ (285,000)	\$ -	\$ -		\$ 285,000	\$ -		\$ -	\$ 285,000		
	Replace two 1 ton trucks		(65,000)		(65,000)	45,000	5,000	Equipment sales				15,000	65,000		
	Transfer to 454 Vehicle Leases		-	(52,670)	(52,670)	-	-		-	-		52,670	52,670		
	TOTALS	\$ 101,000	\$ (350,000)	\$ (52,670)	\$ (402,670)	\$ 45,000	\$ 5,000		\$ 285,000	\$ -		\$ 67,670	\$ 402,670	\$ 33,330	\$ 33,330

2026 Project and Capital List Approved 11/18/2025															
		Project Expenditures			Sources of Project Revenues										
		Estimated Fund Balance Jan 1st	Transfers	TOTAL					Transfers		Use of	TOTAL	Estimated	Fund Balance	
			Project	OUT	EXPENSES	\$ 212,500			\$ 2,671,500	IN from		(Increase)		Fund	
			Expenditure	to Other	TRANSFERS	2026	Other	Other	Borrowing	Other	Trnsf	Fund	PROJECT	Balance	Restricted
			Request	Funds	OUT	Levy/Trans	Funding	Source		Funds	Fund	Balance	SOURCES	Dec 31st	to Specific Project
	Fire Equipment (CP 461)														
	New Ambulance		(302,000)	(302,000)	-	302,000	FEMA-AFG & Bayfield County EMS Grant				-	302,000			
	Vehicle Lease - Intercept		\$ (8,000)	\$ (8,000)	\$ 8,000						-	8,000			
	Base station radio & handsets-replace for compatibility		\$ (38,000)	(38,000)	\$ 38,000			\$ -				38,000			
	One-ton truck-Ice Angel, Hazmat trailer, Rescue Sled, brush truck, and		(260,000)	(260,000)	-	-		260,000			-	260,000			
	Restricted State/Local funding/donations		(50,000)	(50,000)	-	35,000	State /County/Donations				15,000	50,000		75,000	
	TOTALS	\$ 90,000	\$ (658,000)	\$ (658,000)	\$ 46,000	\$ 337,000		\$ 260,000	\$ -		\$ 15,000	\$ 658,000	\$ 75,000	\$ 75,000	
	Police Equipment (CP 462)														
	Vehicle Leases - 10		\$ (95,000)	\$ (95,000)	\$ 55,000	\$ 40,000	Vehicle sales	\$ -	\$ -		\$ -	\$ 95,000			
			-	-	-	-		-	-		-	-			
	TOTALS	\$ -	\$ (95,000)	\$ (95,000)	\$ 55,000	\$ 40,000		\$ -	\$ -		\$ -	\$ 95,000	\$ -	\$ -	
	Tech/Computer Equipment (CP 463)														
	Police records system software upgrade		\$ (60,000)	\$ (60,000)		\$ -		\$ -	\$ -		\$ 60,000	\$ 60,000			
	Council Chambers AV upgrade		(15,000)	-	(15,000)	-	15,000	GF-Fund Balance				-	15,000		
	Software-electronic acct payable processing		(8,000)	-	(8,000)	-					8,000	8,000			
	TOTALS	\$ 68,000	\$ (83,000)	\$ (83,000)	\$ -	\$ 15,000		\$ -	\$ -		\$ 68,000	\$ 83,000	\$ -	\$ -	
	Street Improvements (CP 470) - projects shown as estimated net cost to City after grants & outside funding applied														
2026	Prentice Ave Recon. Ph 2 (Construction) - STP		(325,000)		(325,000)	-	125,000	Wheel tax	200,000		-	325,000			
2026	13th Ave E. Recon. CDGB (Construction)		(253,000)		(253,000)	-			253,000		-	253,000			
2026	Mill & Overlay Surface (15th Ave. W -US2-6th)		(239,500)		(239,500)	-	-		239,500		-	239,500			
2026	Construction contingency for 3 projects above		(100,000)		(100,000)	-			100,000		-	100,000			
2026	Parking Lot Project - (Downtown Surface Lots)		(100,000)		(100,000)	-			100,000		-	100,000			
2026	Lower Willis Ave Recon (1 block, Construction by City)		(16,000)		(16,000)	-	16,000	LRIP	-		-	16,000			
2026	US2 East Pavement Replacement (Design)		(10,750)		(10,750)	-	-	-	-		10,750	10,750			
2027	2026 GO notes applying to 2027 projects		(451,000)		(451,000)	-			451,000		-	451,000			
	Projects contingency/future projects		-	-	-	-	-	-	-	-	-	-		559,250	
	TOTALS	\$ 570,000	\$ (1,495,250)	\$ (1,495,250)	\$ -	\$ 141,000		\$ 1,343,500	\$ -		\$ 10,750	\$ 1,495,250	\$ 559,250	\$ 559,250	
Future Improvements - not included in 2026 totals													To be determined options		
2027	3rd St W Mill & Overlay (Construction)- STP		(206,000)		(206,000)	-	125,000	Wheel tax	81,000	2026 GO notes	-	206,000	(Not all inclusive) Sidewalk assessm collections One year note 2029 GO note advance Grant opportunities		
2027	11th St. E Recon Ellis-Prentice (Awarded) - LRIP		(370,000)		(370,000)	-			370,000	2026 GO notes	-	370,000			
2027	11th Ave. E M+O US2-Pufall (Const.) - STP		(89,000)		(89,000)	-	89,000	To be Determined				89,000			
2027	Beaser Ave. Mill & Overlay (Construction) - STP		(84,000)		(84,000)	-	84,000	To be Determined			-	84,000			
2027	Watermain Priority Project - TBD		(50,000)		(50,000)	-	50,000	To be Determined			-	50,000			
2027	Project Design		(10,750)		(10,750)	-	-		-		10,750	10,750			
2028	Sum Rd. - Resurfacing - (Construction) - TEA TBD		(205,000)		(205,000)	-	125,000	Wheel tax			80,000	205,000			
2028	Watermain Priority Project - TBD		(750,000)		(750,000)	-	450,000	To be Determined			300,000	750,000			
2028	CDGB TBD (Design, Construction in 2029)		(75,000)		(75,000)	-	-				75,000	75,000			
2028	US2 East Pavement Replacement (Design)		(10,750)	-	(10,750)	-	-		-		10,750	10,750			Contingency
	TOTALS	\$ 559,250	\$ (1,850,500)	\$ (1,850,500)	\$ -	\$ 923,000		\$ 451,000	\$ -		\$ 476,500	\$ 1,850,500	\$ 82,750	\$ 82,750	

2026 Project and Capital List Approved 11/18/2025															
			Project Expenditures			Sources of Project Revenues									
	Estimated Fund Balance Jan 1st	Project Expenditure Request	Transfers OUT to Other Funds	TOTAL EXPENSES TRANSFERS OUT	\$ 212,500 2026 Levy/Trans			\$ 2,671,500 Other Funding Other Source	Transfers IN from Other Funds		Use of (Increase) Fund Balance	TOTAL PROJECT SOURCES	Estimated Fund Balance Dec 31st	Fund Balance Restricted to Specific Project	
Sidewalk Improvements (CP 471)															
Sidewalk assessments revenue						20,000					(20,000)	-			
Transfer to CP 470 future projects		-	-	-							-	-			
TOTALS	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ (20,000)	\$ -	\$ 90,000	\$ 90,000	
Urban Forestry (CP 480)															
Urban Forestry - 2026 \$40,000		(40,000)		(40,000)	\$ 8,000	20,000	DNR Grant		12,000	PW GF	-	40,000			
(Match-\$8K cash + \$12K in-kind PW)		-		-	-	-		-	-		-	-			
TOTALS	\$ -	\$ (40,000)	\$ -	\$ (40,000)	\$ 8,000	\$ 20,000		\$ -	\$ 12,000		\$ -	\$ 40,000	\$ -	\$ -	
Parks & Grounds (CP 481)															
Kreher Boat Launch Construction		(2,000,000)	-	(2,000,000)	\$ -	1,020,000	DNR Grant		618,000	453	-				
Apply Bay View settlement proceeds									230,000	229	-				
Funding source to be determined								\$ 132,000			-	2,000,000			
Disc Golf Course - Bay View Park		(5,000)	-	(5,000)	5,000	-						5,000			
Ball Fields - grounds maintenance		(33,500)	-	(33,500)	\$ 33,500	-					-	33,500			
Rehabilitation Plan of the Bay City Creek Riparian Corridor -		(750,000)	-	(750,000)		750,000	USFW/GLRI				-	750,000			
Bayview Splashpad		(200,000)	-	(200,000)		200,000	Donations				-	200,000			
15th Avenue East Park Bench (restricted donation)		(7,000)		(7,000)	-	-			-	-	7,000	7,000			
Project(s) contingency		-	-	-	-	-			-	-	-	-		-	
TOTALS	\$ 7,000	\$ (2,995,500)	\$ -	\$ (2,995,500)	\$ 38,500	\$ 1,970,000		\$ 132,000	\$ 848,000		\$ 7,000	\$ 2,995,500	\$ -	\$ -	
Landfill (CP 491)															
Air Relief Valves Replacement (approx. 15)		\$ (20,000)	\$ -	\$ (20,000)	\$ 5,000	\$ -		\$ -	\$ -		\$ 15,000	\$ 20,000		\$ -	
Landfill equipment & maintenance		-		-	-	-		-	-		-	-		39,000	
TOTALS	\$ 54,000	\$ (20,000)	\$ -	\$ (20,000)	\$ 5,000	\$ -		\$ -	\$ -		\$ 15,000	\$ 20,000	\$ 39,000	\$ 39,000	
TOTALS CP 414 - CP 491	\$ 1,719,100	\$ (7,065,250)	\$ (730,670)	\$ (7,795,920)	\$ 212,500	\$ 3,204,099		\$ 2,671,500	\$ 912,670		\$ 795,151	\$ 7,795,920	\$ 923,949	\$ 939,849	
				\$ (7,795,920)								\$ 7,795,920	\$ 923,949		
		GF 100 transfers	60,000												
		General Fund Public Works In-kind Urban Forestry	(12,000)												
		Fund 229	(230,000)												
		Balance to transfers IN	\$ (912,670)												

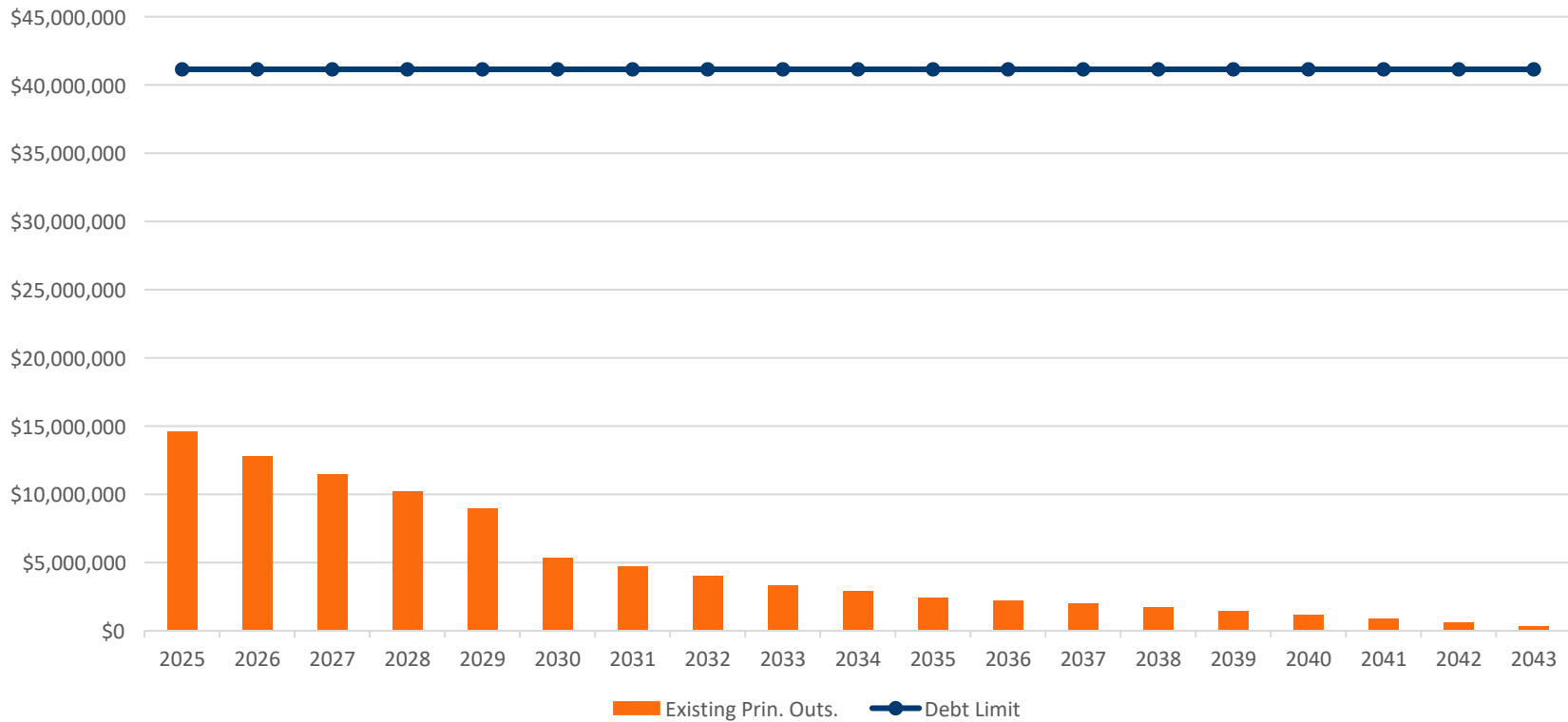


City of Ashland, WI

2026 Financing Plans

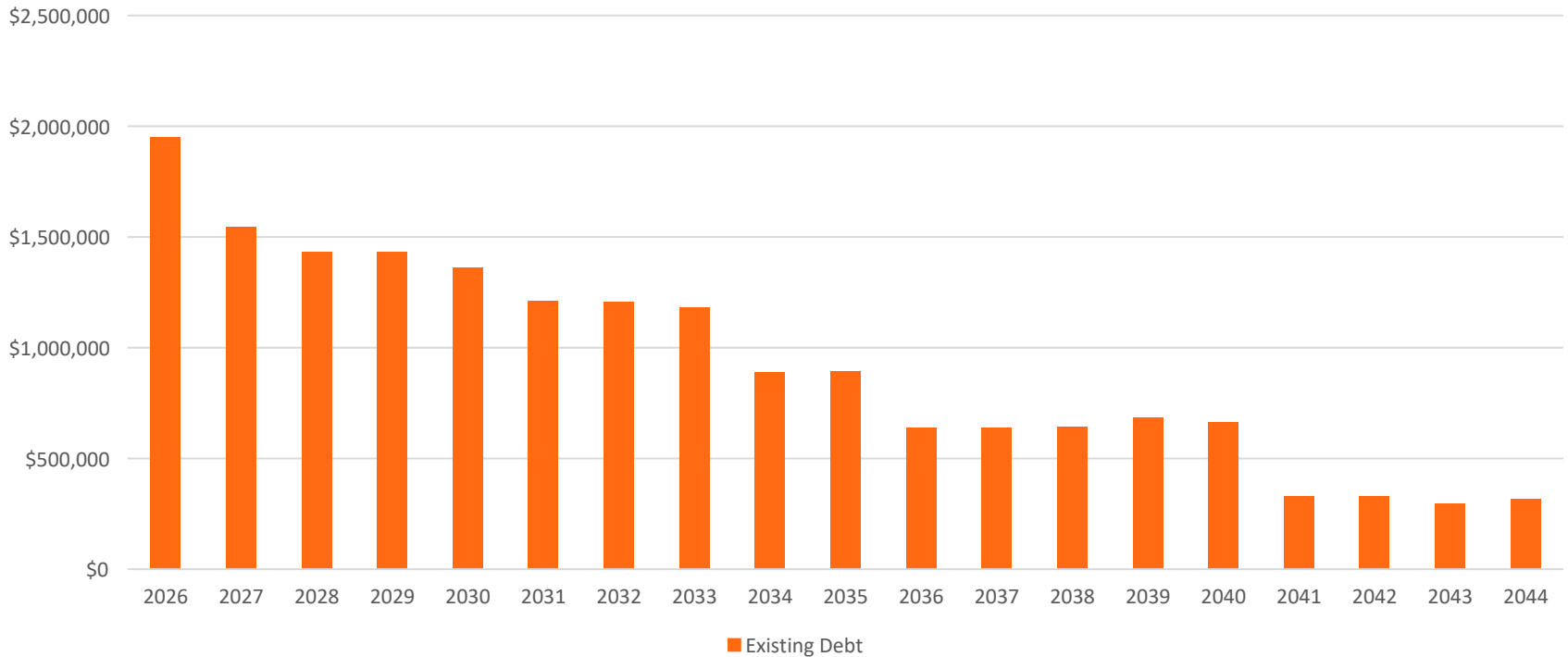
February 24, 2026

General Obligation Borrowing Capacity



- WI Statutes allows municipalities to issue debt for up to 5% of their equalized value.
- Ashland's 2025 borrowing capacity is \$41,147,570 on \$822,951,400 of value.
- Sufficient capacity for new borrowings.

Current Debt Levy



- Levy for debt is projected to drop from \$1.94M to \$1.54M as existing debt is paid off.
- New debt can be absorbed as existing debt is retired.

Projects to Finance

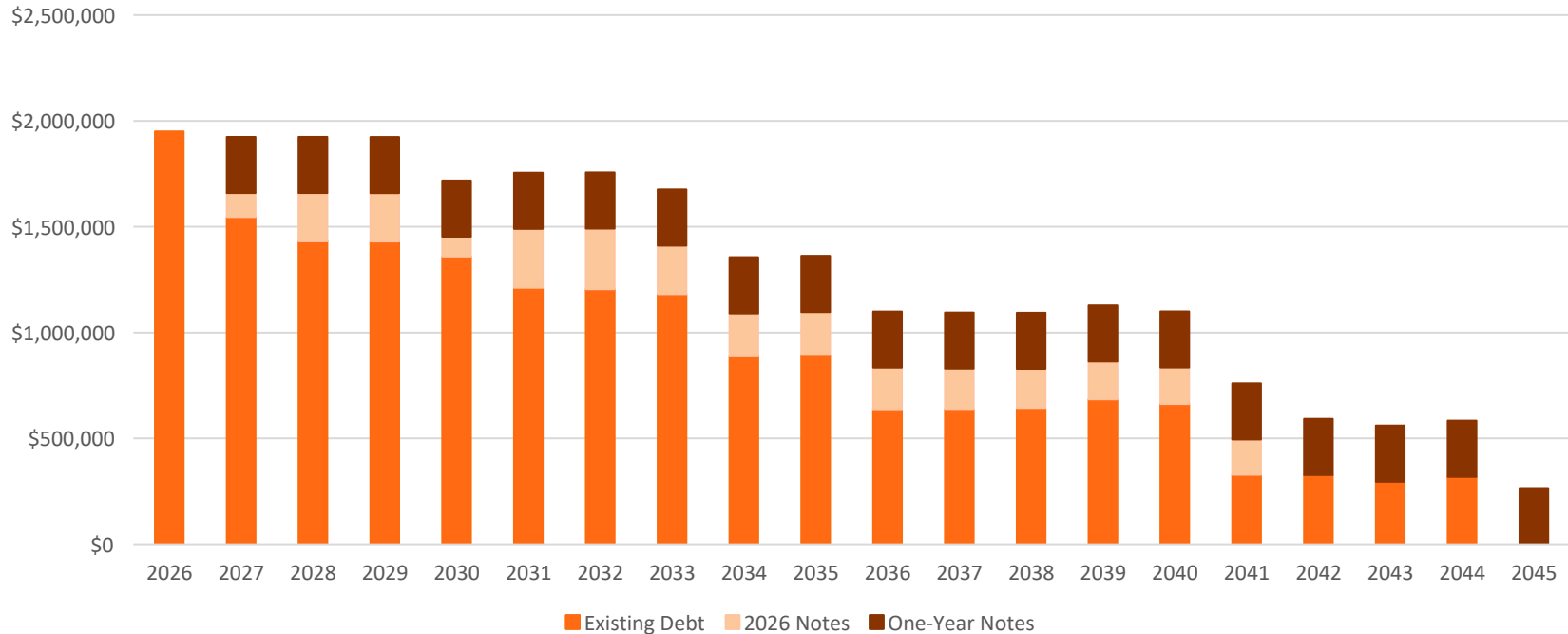
Project	G.O. Notes	TXBL G.O. Notes
Streets Reconstruction	1,343,500	
Snow Patrol Truck	285,000	
Fire Truck Heavy Duty	260,000	
Boat Launch	132,000	
City Hall Bldg. Improvements	100,000	
TID 11 Stormwater	503,750	
TID 11 Developer Payments		2,496,250
Issue Total	\$5,671,500	\$2,496,250

2026 G.O. Notes Est. Payments

Year	Principal	Rate	Interest	Total P&I	Levy	TID 11
2026						
2027		3.20%	138,833	138,833	113,414	25,419
2028	175,000	3.20%	96,115	271,115	228,518	42,598
2029	210,000	3.20%	90,515	300,515	228,718	71,798
2030	80,000	3.20%	83,795	163,795	93,758	70,038
2031	265,000	3.20%	81,235	346,235	277,958	68,278
2032	285,000	3.25%	72,755	357,755	286,238	71,518
2033	235,000	3.30%	63,493	298,493	228,925	69,568
2034	215,000	3.40%	55,738	270,738	203,150	67,588
2035	225,000	3.55%	48,428	273,428	202,880	70,548
2036	250,000	3.60%	40,440	290,440	197,200	93,240
2037	160,000	3.75%	31,440	191,440	191,440	
2038	160,000	3.85%	25,440	185,440	185,440	
2039	160,000	3.95%	19,280	179,280	179,280	
2040	160,000	4.00%	12,960	172,960	172,960	
2041	160,000	4.10%	6,560	166,560	166,560	
Totals	\$2,740,000		\$867,025	\$3,607,025	\$2,956,437	\$650,589

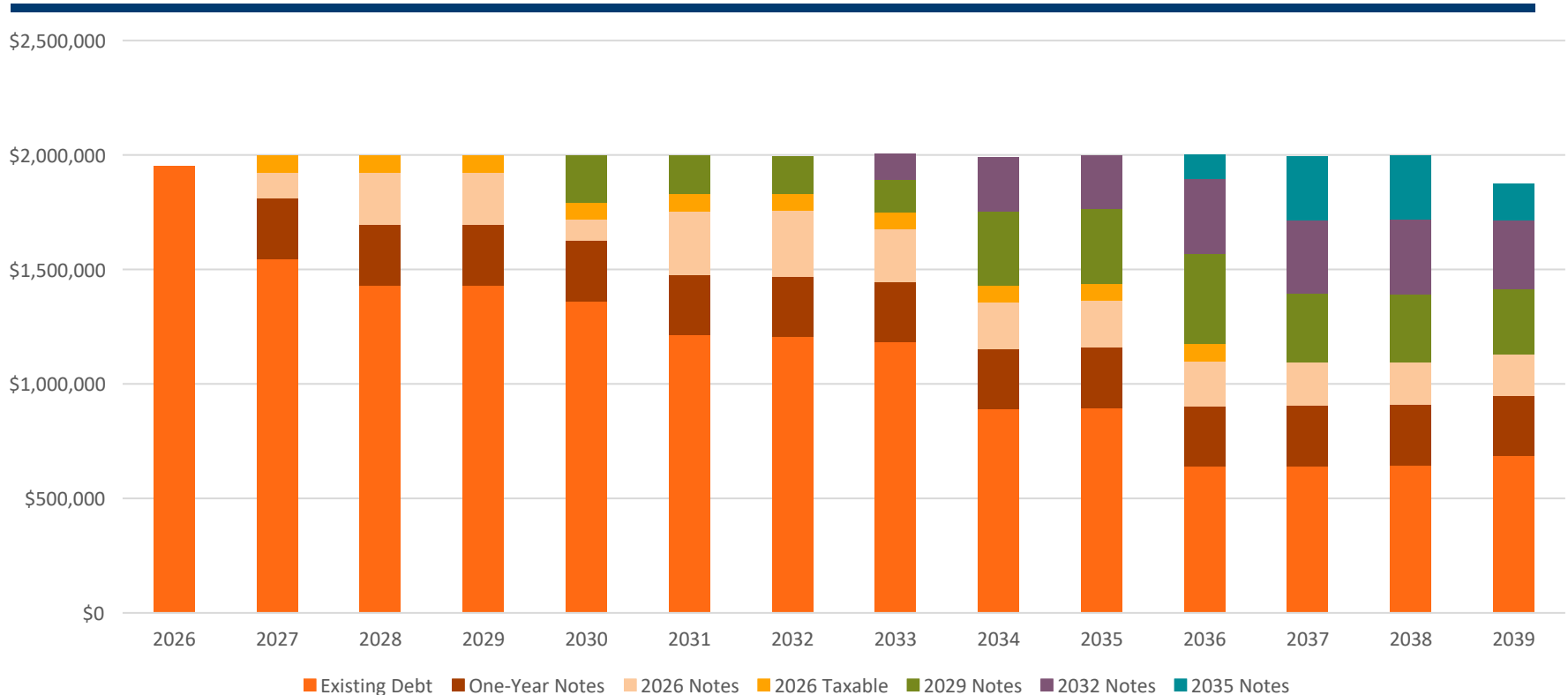
- True interest cost of _____ includes 0.50% cushion.
- Total borrowing includes costs of issuance.
- Payments are structured to manage debt levy and TID 11 cash flow.
- Anticipated closing in late April.

Projected Debt Levy



- Projected Debt Levy decreases from \$1.94M in 2026 to \$1.92M in 2027.
- Includes 2026 G.O. Notes for capital projects and One-Year Notes for operations.
- Structure leaves space to add additional debt in the future.

Projected Debt Levy with Future Issues



- Assumes the City issues approx. \$2M in debt every three years.
- Projected debt levy increases from \$1.94M to \$2M.
- Future issues are structured with 10-year repayment schedules to stay at \$2M.
- Changes to project costs will likely require a tax increase.

2026 Taxable TID 11 G.O. Notes Est. Payments

Year	Principal	Rate	Interest	Total P&I
2026				
2027				
2028	50,000	4.40%	146,678	196,678
2029	100,000	4.40%	144,478	244,478
2030	100,000	4.50%	140,078	240,078
2031	110,000	4.50%	135,578	245,578
2032	115,000	4.60%	130,628	245,628
2033	120,000	4.70%	125,338	245,338
2034	125,000	4.80%	119,698	244,698
2035	130,000	4.85%	113,698	243,698
2036	135,000	5.00%	107,393	242,393
2037	145,000	5.10%	100,643	245,643
2038	150,000	5.20%	93,248	243,248
2039	155,000	5.30%	85,448	240,448
2040	165,000	5.35%	77,233	242,233
2041	175,000	5.45%	68,405	243,405
2042	185,000	5.50%	58,868	243,868
2043	195,000	5.55%	48,693	243,693
2044	210,000	5.60%	37,870	247,870
2045	220,000	5.65%	26,110	246,110
2046	240,000	5.70%	6,840	246,840
Totals	\$2,825,000		\$1,766,918	\$4,591,918

- True interest cost for taxable borrowing is 5.45%.
 - Includes 0.50% cushion.
- Currently working with Bond Counsel to determine tax status of stormwater portions of the project.
- No payment in 2027 to assist TID 11 cash flow
- Closing in late April

TID 11 Cash Flow Revenues

YEAR			REVENUE					
Construction Year	Valuation Year	Revenue Year	New Value	TID Value Increment	Tax Rate	Projected Tax Revenue	Advances from Other Funds	Total Projected Revenue
2023	2024	2025	-	-	-	-	-	-
2024	2025	2026	-	-	16.62	-	-	-
2025	2026	2027	-	-	16.62	-	30,419	30,419
2026	2027	2028	15,000,000	15,000,000	16.62	249,358	-	249,358
2027	2028	2029	15,000,000	30,000,000	16.62	498,717	-	498,717
2028	2029	2030	-	30,000,000	16.62	498,717	-	498,717
2029	2030	2031	-	30,000,000	16.62	498,717	-	498,717
2030	2031	2032	-	30,000,000	16.62	498,717	-	498,717
2031	2032	2033	-	30,000,000	16.62	498,717	-	498,717
2032	2033	2034	-	30,000,000	16.62	498,717	-	498,717
2033	2034	2035	-	30,000,000	16.62	498,717	-	498,717

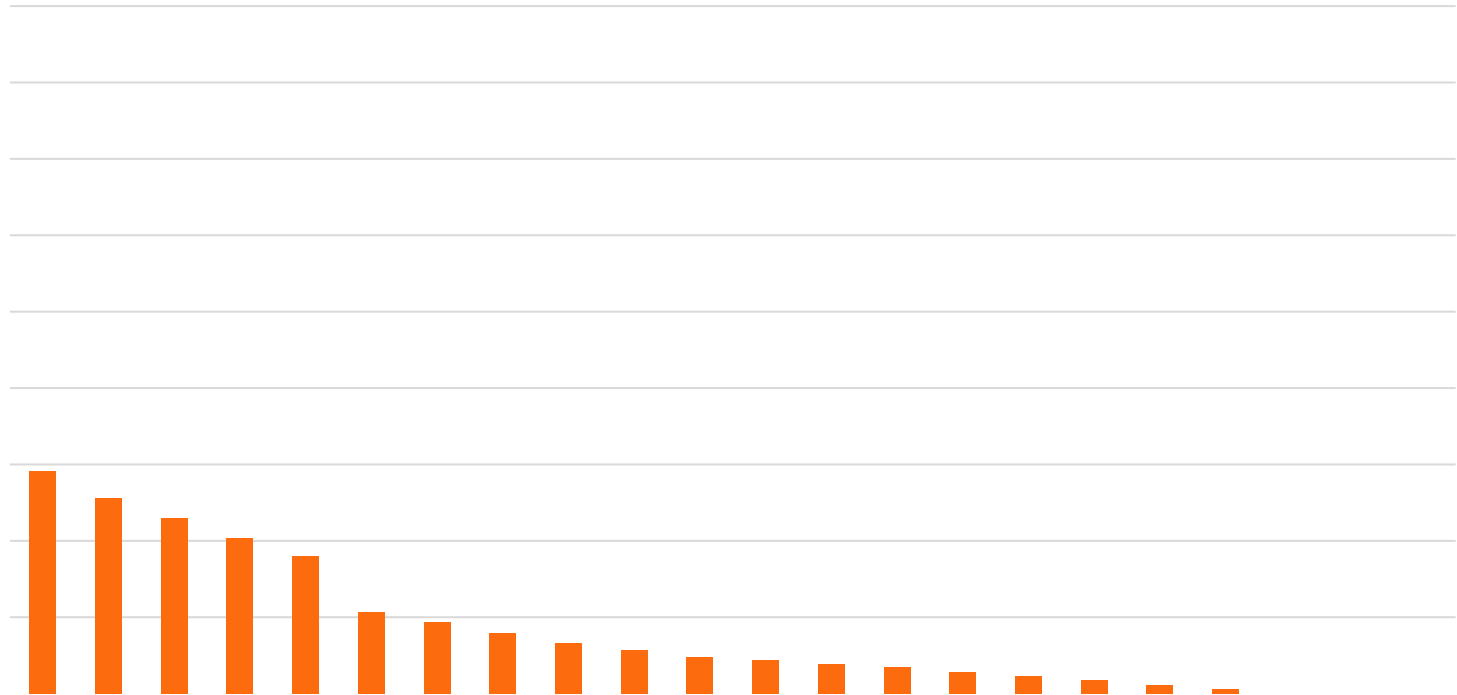
- Cash flow assumes partial construction value in 2026 and full value in 2027.
- Small advance required to balance expenses in 2027.

TID 11 Cash Flow with Expenses

YEAR	REVENUE	EXPENSES								BALANCE	
		<i>Developer 2026 Taxable G.O. Notes</i>	<i>Stormwater Tax-Exempt G.O. Notes</i>	<i>Sewer Advance Repayment</i>	<i>Available Tax Increment</i>	<i>Pay-Go 90% of Available Increment</i>	<i>Repayment of Advances from Other Funds</i>	<i>Other Costs</i>	<i>Total Projected Expenses</i>	<i>Annual Balance</i>	<i>Cumulative Balance</i>
Revenue Year	Projected Revenue	\$2,825,000	\$525,000	\$250,000		\$3,500,000					
2025	-							20,000	20,000	(20,000)	(20,000)
2026	-							5,000	5,000	(5,000)	(25,000)
2027	30,419	Cap. I.	25,419					5,000	30,419	-	(25,000)
2028	249,358	196,678	42,598	-	10,083			5,000	244,275	5,083	(19,917)
2029	498,717	244,478	71,798	30,000	152,442	137,198	10,000	5,000	498,473	244	(19,672)
2030	498,717	240,078	70,038	30,000	158,602	142,742	10,000	5,000	497,857	860	(18,812)
2031	498,717	245,578	68,278	30,000	154,862	139,376	10,000	5,000	498,231	486	(18,326)
2032	498,717	245,628	71,518	30,000	151,572	136,415	3,427	5,000	491,987	6,730	(11,596)
2033	498,717	245,338	69,568	30,000	153,812	138,431	-	5,000	488,336	10,381	(1,215)
2034	498,717	244,698	67,588	30,000	156,432	140,789	-	5,000	488,074	10,643	9,428
2035	498,717	243,698	70,548	30,000	154,472	139,025	-	5,000	488,270	10,447	19,876

- Payments on debt are structured to coincide with revenue in 2028 and 2029.
- Developers Agreement requires documentation of costs prior to payment.
- Pay-Go expenses only incurred after G.O. debt is repaid.

G.O. Capacity with Future Issues



- Sufficient capacity remains for future projects beyond 2035.

Timeline and Next Steps

- February 24th
 - Present finance plan
 - Ehlers begins working on offering documents
- March 10th
 - Presale reports delivered to City
 - Initial resolutions approving finance plan
- Mid-March
 - Rating call with S&P
 - Due diligence call with Quarles and Brady
 - Finalize offering documents
 - Submit RFP to banks for Taxable G.O. Note
- March 31st
 - Adopt resolutions to approve for financings
 - Sale day reports presented to Council
- Mid-April
 - Closing on transactions



Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an SEC registered investment adviser; and Bond Trust Services Corporation (“BTS”), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.

Ref: 2026-020

COUNCIL AGENDA: 9.A.
(2/24/2026)

SUBJECT: Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2026 Prentice Avenue Phase 2 Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1. Proposed Preliminary Resolution No. 17867
2. Functional Classifications
3. Prentice Avenue Phase 2 Project Location Map

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The 2026 Prentice Avenue Phase 2 Reconstruction Project consists of the reconstruction of Prentice Avenue (roadway, portions of sidewalk, stormwater, and watermain) from US2 to 6th

Street East.

At the October 11, 2022 meeting, Council approved a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WI DOT) for the project, which has a total estimated cost of \$2.2M, including construction, contingency and engineering. Prentice Avenue is eligible for this funding due to its classification as a collector street based on traffic volume. See the attached map of high traffic streets and avenues with this classification.

At the September 26, 2023 meeting, Council approved a three-party agreement with the WI DOT and Short Elliott, Hendrickson (SEH) for engineering design services.

The preliminary resolution authorizes the City Public Works Department to proceed with development of a report for sidewalk special assessments on the 2026 Prentice Avenue Phase 2 Reconstruction Project in accordance with the City's Sidewalk Special Assessment Policy. After the report is completed, a Public Hearing will be held to allow affected residents to comment on the proposed special assessments.

The existing sidewalk currently extends from US2 to 6th Street East on both sides of the avenue. The project design will minimize removal and replacement of existing sidewalks that are in good condition to the extent possible. The City's project manager, Niles Fetter, reports that the extent of sidewalk removal/replacement is relatively minimal.

Due to the availability of grant funds from the WI DOT for 80% of eligible project costs (including sidewalk and associated items), staff proposes to assess sidewalks at 20% of the cost of construction. For driveway aprons and carriage walks, staff proposes to assess at 50% of the cost of construction. Carriage walks and driveway aprons only serve specific properties and staff recommends that the property owner pay a higher rate of the construction cost.

As a result, the attached resolution states that the amount assessed will not exceed 50% of the construction costs, allowing for flexibility in the rate at which sidewalk, driveway aprons and carriage walks are assessed.

The total revenue from the special assessments is estimated to be \$25,000 and the City has expended approximately \$50,000 from the general fund in order to obtain the WisDOT funding.

RESOLUTION No. 17867

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. 66.0703, WI STATE STATUTE FOR THE 2026 PRENTICE AVENUE PHASE 2 RECONSTRUCTION PROJECT

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:
 - Concrete Sidewalk Installation and Replacement
 - Concrete or Asphaltic Driveway Installation and Replacement
 - Concrete Carriage Walk Installation and Replacement
2. The property to be assessed lies within the following described assessment district:

All properties adjacent to Prentice Avenue from US Highway 2 to 6th Street East,
City of Ashland, Ashland County, Wisconsin.
3. The total amount assessed against the properties in the described assessment district shall not exceed 20% of the cost of the improvements.
4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Public Works Department shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. A statement that the property against which the assessment are proposed will be benefitted.
 - d. Schedule of proposed assessments
6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District (including a small map thereof), the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least ten days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing will be held at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than ten nor more than forty days after publication. People will be able to attend virtually or in person.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 7, above.

PASSED: February 24, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

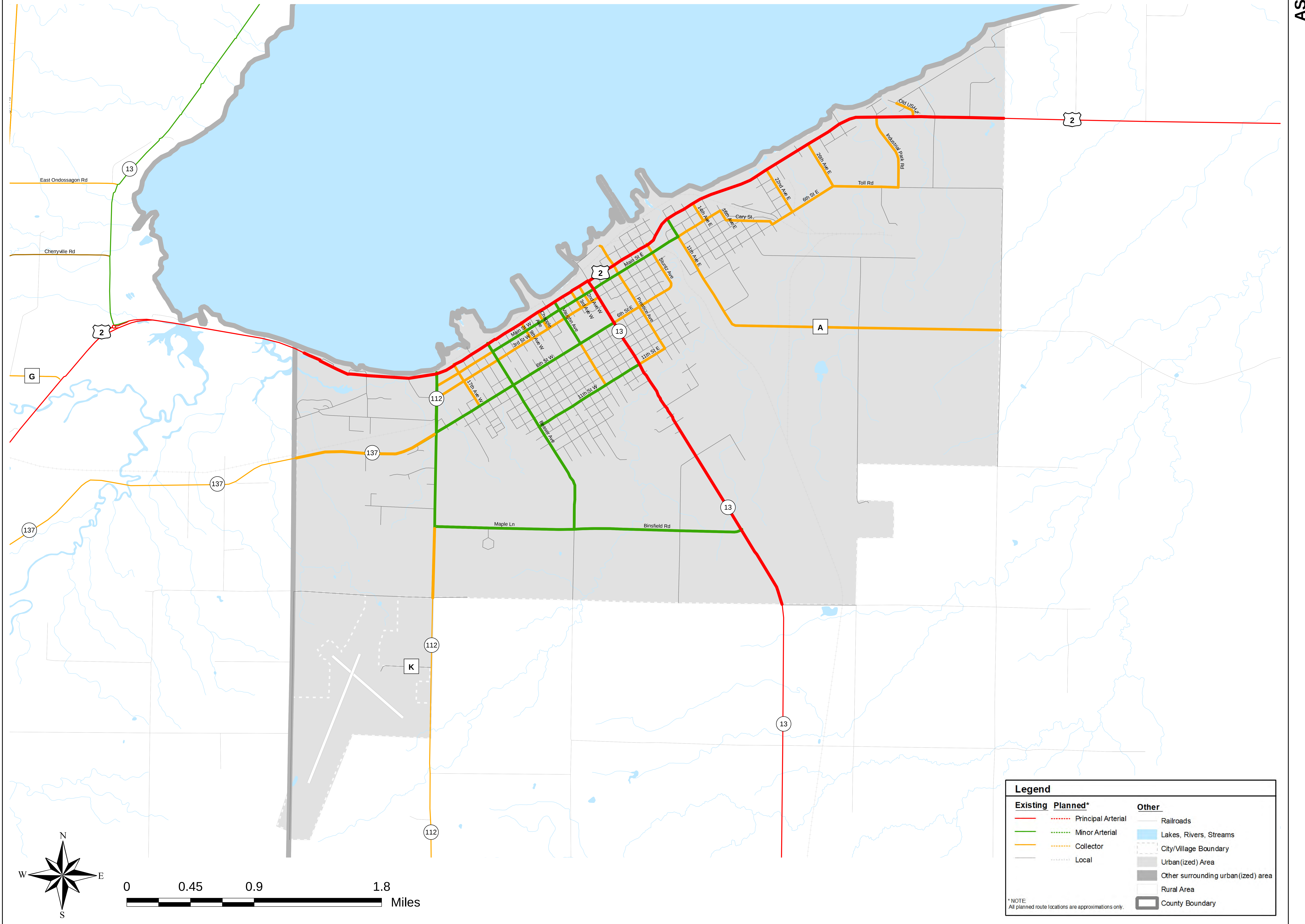
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

ASHLAND

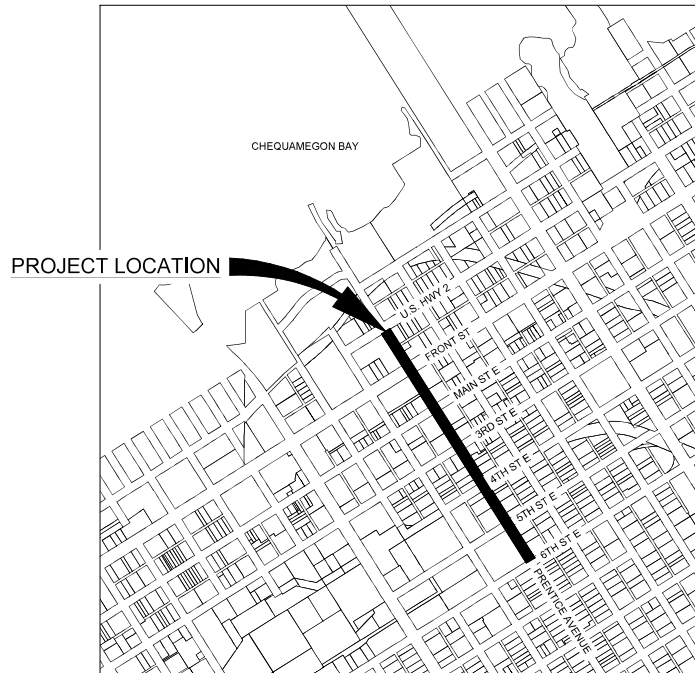
Functional Classification - November 25, 2019



CITY OF ASHLAND, WISCONSIN

CONSTRUCTION PLANS FOR PRENTICE AVENUE WATERMAIN 6TH STREET EAST TO USH 2 FEBRUARY XX, 2026

DRAFT



PROJECT LOCATION

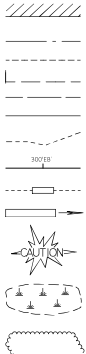


**DRAFT
NOT FOR
CONSTRUCTION**

CONVENTIONAL SYMBOLS

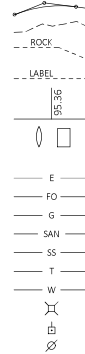
PLAN

- CORPORATE LIMITS
- PROPERTY LINE
- LOT LINE
- LIMITED HIGHWAY EASEMENT
- EXISTING RIGHT OF WAY
- PROPOSED OR NEW R/W LINE
- SLOPE INTERCEPT
- REFERENCE LINE
- EXISTING CULVERT
- PROPOSED CULVERT (Box or Pipe)
- COMBUSTIBLE FLUIDS
- MARSH AREA
- WOODED OR SHRUB AREA



PROFILE

- GRADE LINE
- ORIGINAL GROUND
- MARSH OR ROCK PROFILE (To be noted as such)
- SPECIAL DITCH
- GRADE ELEVATION
- CULVERT (Profile View)
- UTILITIES
- ELECTRIC
- FIBER OPTIC
- GAS
- SANITARY SEWER
- STORM SEWER
- TELEPHONE
- WATER
- UTILITY PEDESTAL
- POWER POLE
- TELEPHONE POLE



NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D.
THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE
GUIDELINES OF CHASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE WISCONSIN ONE CALL SYSTEM AT
811 BEFORE COMMENCING EXCAVATION.



Know what's below.
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ASHLAND, WISCONSIN



PROJECT NO.
ASHLA 179712

1
of 8

Ref: 2026-021

COUNCIL AGENDA: 9.B.
(2/24/2026)

SUBJECT: Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the 2026 13th Avenue East Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Proposed Preliminary Resolution No. 17868
2. 13th Avenue East Project Map

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The 2026 13th Avenue East Reconstruction Project consists of the reconstruction of the avenue (roadway, portions of sidewalk, stormwater, and watermain) from US2 to 6th Street East. The project is funded by a mix of funding from the City, the Housing and Urban Development

Community Development Block Grant (CDBG) program and the Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan program.

At the September 24, 2024 meeting, the Council approved an agreement with Short Elliott, Hendrickson (SEH) for engineering design services for the project, which has a total estimated cost of \$2.1M, including construction, contingency and engineering. 13th Avenue East is eligible for the CDGB funding due to its classification as a low income area per a completed income survey of residents impacted by the project.

The preliminary resolution authorizes the City Public Works Department to proceed with development of a report for sidewalk special assessments on the 2026 13th Avenue East Reconstruction Project in accordance with the City's Sidewalk Special Assessment Policy. After the report is completed, a Public Hearing will be held to allow affected residents to comment on the proposed special assessments.

The existing sidewalk is currently patchwork, as described below. Changes to the sidewalk during construction are underlined.

- US2 - Front Street — currently no sidewalk. The project proposes to add sidewalk to the east side only.
- Front St - 3rd Street East — currently sidewalk on both sides of the street. The project proposes full replacement of the west side. Minimal replacement for the east side.
- 3rd Street East - 6th Street East — currently sidewalk on the west side of the street only. The project proposes full replacement of the west side. No addition of sidewalk for the east side.

Staff is proposing to assess sidewalks, driveway aprons and carriage walks at 50% of the cost of construction. The total revenue from the special assessments is estimated to be \$75,000 and the City has expended approximately \$100,000 from the general fund in order to obtain the CDGB funding.

RESOLUTION No. 17868

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. 66.0703, WI STATE STATUTE FOR THE 2026 13TH AVENUE E RECONSTRUCTION PROJECT

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:
 - Concrete Sidewalk Installation and Replacement
 - Concrete or Asphaltic Driveway Installation and Replacement
 - Concrete Carriage Walk Installation and Replacement
2. The property to be assessed lies within the following described assessment district:
 - a. All properties adjacent to 13th Avenue East from US Highway 2 to 6th Street East, City of Ashland, Ashland County, Wisconsin.
3. The total amount assessed against the properties in the described assessment district shall not exceed 50% of the cost of the improvements.
4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Public Works Department shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. A statement that the property against which the assessment are proposed will be benefitted.
 - d. Schedule of proposed assessments
6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof,) the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least ten days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing will be held at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than ten nor more than forty days after publication. People will be able to attend virtually or in person.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 7, above.

PASSED: February 24, 2026

Charlie Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CITY OF ASHLAND, WISCONSIN

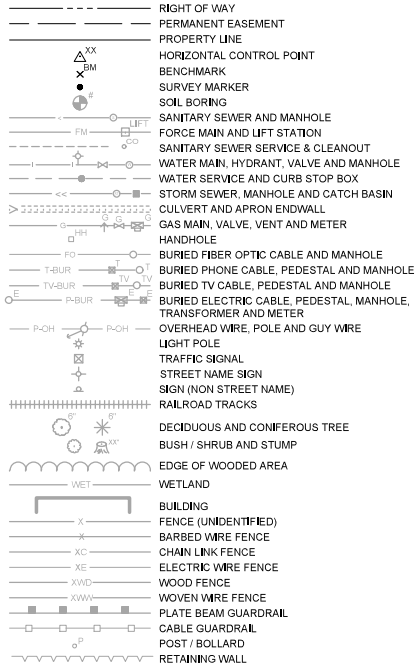
90% DRAFT CONSTRUCTION PLANS FOR 13TH AVE RECONSTRUCTION

APRIL 25, 2025

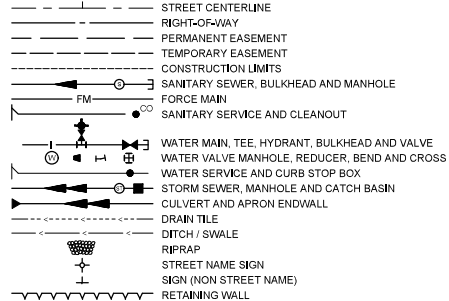
-- DRAFT - NOT FOR CONSTRUCTION



EXISTING



PROPOSED



NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D.
THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE
GUIDELINES OF CHASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE WISCONSIN ONE CALL SYSTEM AT
811 BEFORE COMMENCING EXCAVATION.



Know what's below.
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SHEET NO.	INDEX
1	TITLE SHEET
2	ALIGNMENT PLAN
3-4	TYPICAL SECTIONS
5-6	DETAILS
10-11	REMOVAL PLANS
12-13	EROSION CONTROL PLANS
14-16	INTERSECTION DETAILS
17-21	CURB RAMP DETAILS
22-25	SANITARY SEWER & WATER MAIN
26-29	PLAN & PROFILES
30-33	STREET & STORM SEWER PLAN & PROFILES
	CROSS SECTIONS

THIS PLAN CONTAINS 33 SHEETS.

PROJECT LOCATION



ASHLAND, WISCONSIN



PROJECT NO.
ASHLA 181648

1
of 33

Ref: 2026-022

COUNCIL AGENDA: 9.C.
(2/24/2026)

SUBJECT: Approve to Accept a Professional Services Proposal from Cloudpoint Geospatial to Provide Geographic Information Systems Services (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. 2024 GIS Services Proposal through Technical Design Services

EXPENDITURES REQUIRED: \$ 5,000.00 Public Works Engineering Professional Services
\$ 34,000.00 Fund 680 Water Utility
\$ 30,000.00 Fund 690 Water Utility
\$ 69,000.00 Total Proposal Cost

AMOUNT BUDGETED: \$ 5,000.00 Public Works Engineering Professional Services
\$ 35,000.00 Fund 680 Water Utility
\$ 30,000.00 Fund 690 Water Utility
\$ 70,000.00 Total Budget

APPROPRIATION REQUIRED: N/A

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

COMPLIANCE WITH CHAPTER 51: Unanimously approved by Committee of the Whole, January 9, 2024

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

For the past three years, the Public Works Department has contracted with Technical Design Services (TDS) for Geographic Information System (GIS) services. GIS services are essential primarily for the Public Works Department, and specifically the Water and Wastewater Utilities, but other departments such as Planning, Clerk, and Parks & Recreation also rely on GIS services.

A GIS Specialist has been providing services for approximately twenty hours per week while a GIS Manager provides additional support on an as-needed basis. Staff have been satisfied with the services provided by TDS. However, the GIS Specialist assigned to Ashland has left the company and TDS has been unable to fill her position.

As a result, Public Works staff have evaluated three alternative consultants, selecting Cloudpoint Geospatial as the recommended future contractor for GIS services. Cloudpoint is certified as a partner with Environmental Systems Research Institute (ESRI). Cloudpoint was selected based on the care they demonstrated in understanding the City's use of GIS and a positive referral from a similar municipality utilizing their services.

Staff continues negotiating some of the fine details of the proposal. It is possible that a revised proposal will be presented to Council before or at the Council meeting.

231 E Superior St, Ste 201 Duluth, MN 55802 • Phone: 218-216-1112
Email: info@tdsmn.com • Website: www.tdsmn.com

December 27, 2023

Mr. John Butler, P.E
Public Works Director
City of Ashland
2020 6th St E
Ashland, WI 54806

Dear Mr. John Butler:

As indicated, the City of Ashland has expressed a desire to acquire GIS services to meet their projected needs.

This correspondence outlines the complete scope of work requested and applicable estimated fees for our GIS services.

OBJECTIVE

Provide GIS services as outlined below.

SCOPE OF SERVICES

- Maintain existing GIS system as requested by client (i.e. fix, make modifications to web maps, obtain and re-publish parcel info from County)
- Add as-built, mainly buried utilities, info to existing GIS system (seasonal, end-of-summer-construction work)
- Implement enhancements to existing GIS system (i.e. add a numbering system to our water control valves)
- Integrate field survey and/or mapping data (collected & provided to TDS) into GIS system
- Create paper maps for client as request (i.e. map of sewer mains replaced, map of modified City voting districts)
- Provide higher level work, as TDS time and City budget allows, including integrating sewer videos and condition ratings (collected & provided to TDS) into Infiltration and Inflow (map) and review/clean up of Cadestral layer (part of basemap)

TO: Mr. John Butler
RE: GIS Services

PROFESSIONAL FEES

Service fees will be based on hourly rates. If overtime rates become applicable, in the case of the GIS Manager, rates will be at 1.5 times the regular rate.

Coverage period to be January 1st, 2024 – December 31st, 2024 (Fifty-two weeks) with a minimum of 20 hours commitment of GIS Specialist services.

Estimation of hours listed below are based on regular rates.

	<u>Rates</u>	
GIS Specialist	\$ 65.00	
GIS Manager	\$115.00/\$172.50	
	<u>Hours</u>	<u>Cost</u>
GIS Specialist	1040	\$67,600.00
GIS Manager	52	<u>\$ 5,980.00</u>
ESTIMATED TOTAL FEES		\$ 73,580.00

I appreciate your time and consideration to this proposal and look forward to meeting your GIS services needs.

Sincerely,



Troy D. Schultz

Ref: 2026-023

**COUNCIL AGENDA: 9.D.
(2/24/2026)**

SUBJECT: Approve an Ordinance to Amend Chapter 463 (1819) Policies and Procedures for Parks, Facilities and Recreation Areas, Ashland City Ordiannces to Update Reservation Policy for RV & Tent Camping (*Parks & Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks & Recreation Director

EXHIBITS: 1. Proposed Ordinance 2026-2029

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Camping Policy Updates (Summary):

- Camping reservations will be accepted on a first-come, first-served basis beginning the second week of February.
-
- Month-long reservations are limited to a maximum of 15 per month.
-
- Kreher and Prentice Park campsites will operate on a first-come, first-served basis, except for campers with advance reservations.
-
- Tent camping at Prentice Park is limited to a maximum of 14 consecutive days. Month-long reservations are only permitted for RV sites 2, 4, and 6 when occupied by RVs.

Sequential Ordinance No 2026-2029

ORDINANCE TO AMEND CHAPTER 463 (1819) POLICIES AND PROCEDURES FOR PARKS, FACILITIES AND RECREATION AREAS, ASHLAND CITY ORDINANCES

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

SECTION I:

Section 463.08 Reservations *shall be amended to read as follows:*

- (a) Camping reservations will be accepted on a first come – first serve basis beginning the second Wednesday in February for the calendar year at the Parks and Recreation Department office.
 - 1. The total number of month-long reservations cannot exceed 15 reservations/month.
- (b) Reservations for pavilions, picnic shelters, green spaces, and recreation areas will be accepted on a first come – first serve basis beginning the third Wednesday in February.
- (c) Pavilion, park, and green space reservations must be made at least one week prior to a scheduled event. Reservations, fees, and charges must be paid at the time the reservation is made at the Parks and Recreation Department office.

SECTION II

Section 463.16 RV and Tent Camping *shall be amended to read as follows:*

- (a) Camping. Occupancy of Kreher and Prentice Park campsites is first come – first serve except for campers who have made advance reservations.

And

- (g) Length of Stay.

- 1. Kreher RV Park - No one may occupy sites 25, 28, 29, 30 or 33 continuously for more than 14 days.
- 2. Prentice Park - No one may occupy a tent campsite continuously for more than 14 days.

SECTION III

Effective Date. *This ordinance shall take effect on the day after publication.*

PASSED: February 24, 2026

PUBLISHED: March 5, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

Ref: 2026-024

COUNCIL AGENDA: 9.E.
(2/24/2026)

SUBJECT: Approve an Ordinance to Amend Chapter 544 (1026) Vehicular Stopping and Parking, Ashland City Ordinances, to Add Designated Parking Spaces for Applicants Northlakes Community Clinic and Ashland United Methodist Church (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Public Works Committee

EXHIBITS:

1. Proposed Ordinance No. 2026-2029
2. Maps

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

City Staff received requests from Northlakes Community Clinic and the Ashland United Methodist Church/Chequamegon Unitarian Universalist Fellowship for additional on-street handicap parking stalls near their facilities. The requests were forwarded to the Public Works

Committee for consideration.

The Public Works Committee recommended approval of the additional stall for Northlakes Community Clinic to be located on the west side of the 200 block of 3rd Avenue West, directly south of the intersection with Main Street, and recommended approval of an additional stall directly north of the existing stall on the west side of the 200 block of 6th Avenue West, north of the intersection with 3rd Street. The Disabled Parking Committee also recommended approval for these stalls, though it falls outside their jurisdiction.

The proposed amendment modifies 544.22(c) and adds 544.22(af). Additionally, removing references to establishments that are no longer in business in 544.22(i) and 544.22(x).

Sequential Ordinance No 2026-2030

ORDINANCE TO AMEND CHAPTER 544 (1026) VEHICULAR STOPPING AND PARKING, ASHLAND CITY ORDINANCES

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

SECTION I:

Section 544.22 Reserve Parking Places *shall be amended to read as follows:*

(c) Two spaces on the west side of Sixth Avenue West, north of the intersection with Third Street West.

And

(i) On the boulevard on the east side of the 100 block of Prentice Avenue

And

(x) One space on the northeast intersection of Main Street and Sixth Avenue West

And

(af) On the west side of the 200 block of 3rd Avenue West, south of the intersection with Main Street West.

SECTION III

Effective Date. *This ordinance shall take effect on the day after publication.*

PASSED: February 24, 2026

PUBLISHED: March 5, 2026

Charles Ortman, Council President

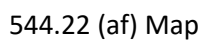
ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney





544.22(c) Map

Ref: 2026-025

COUNCIL AGENDA: 9.F.
(2/24/2026)

SUBJECT: Approve an Ordinance to Amend Chapter 888 (2022-1962) Transient Vendors, Transient And Permanent Merchants And Door To Door Solicitors, Ashland City Ordinances (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney
City Clerk

EXHIBITS: 1. Proposed Ordinance 2026-2032
2. Proposed Amendments Ch. 888 (2022-1962) - Red-lined

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The City Clerk's Office and the Director of Community Events proposed amendments to Chapter 888 (2022-1962) regarding Vendors and Food Trucks at City Sponsored Events. The Amendments provide City Staff with discretion and authority to determine participation in City-

Sponsored Events to align with the theme and purpose of the event. The proposed changes also provide a set of rules of conduct for vendors at City Sponsored Events.

Sequential Ordinance No 2026-2032

ORDINANCE TO AMEND CHAPTER 889 (2022-1963) MOBILE FOOD ESTABLISHMENTS, CONCESSIONS AND FOOD VENDORS, ASHLAND CITY ORDINANCES

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

SECTION I:

889.02 Definitions *shall be amended to read as follows:*

- (e) “City-Sponsored Event” for this instance shall include a specific duration of an event which the organizer is the City or is working in collaboration with the City.

SECTION II:

889.09 *shall be renamed and amended to read as follows:*

889.09 “City-Sponsored” Events

- (a) Duration. The duration of a City-sponsored event is determined by the organizer and/or City. Vendors must cease operation on or before 10:00 p.m. on the final day of the Event.
- (b) Fee. All participants must obtain a license from the City Clerk’s office as stated under Chapter 165 Comprehensive Fee Schedule.
 - 1. City-sponsored events that are expected to have more than 500 attendees will be assessed a fee of \$200 in addition to the license cost.
 - 2. City-sponsored events that are expected to have less than 500 attendees will not be assessed the additional fee.
- (c) Participation. Participation by Mobile Concession vendors is not guaranteed at City-Sponsored Events. All mobile concession vendors are required to have confirmed attendance with City staff at least twenty-four (24) hours before arrival. Participation is at the sole discretion of City staff based upon, but not limited to:
 - 1. Space limitations.
 - 2. Vendor’s behavior at prior events, both City-sponsored and non-City sponsored, including, but not limited to, ordinance or rule violations.
 - 3. Potential threat to the health, safety or general welfare of the public.
 - 4. Vendor’s failure to hold a required license or permit from the City of Ashland or State of Wisconsin.
- (d) Rules of participation. Mobile concession vendors are required to abide by the following rules and expectations while operating at a City-sponsored event;

1. Generators shall be placed in such a way to limit noise pollution for attendees.
2. All display or reference to political or politically adjacent activities is prohibited.
3. Listen and adhere to guidelines established by City staff/Event organizers.
4. Demonstrate overall good and civil behavior.
5. Remain open for the duration of the event, maintaining stock based on predicted attendance and weather conditions.

(e) License. Mobile Concession License holders require a license issued by the City Clerk's office as stated under 889.01. The mobile concession vendor shall display their license in a window or other viewable location at all times. When participating in a City-sponsored event, the license holder:

1. Will not be required to surrender a date of operation under their paid license.
2. May operate outside of the 90-day (3 month) or 180-day (6 month) paid license.

SECTION III

Effective Date. *This ordinance shall take effect on the day after publication.*

PASSED: February 24, 2026

PUBLISHED: March 5, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

888.01 Registration And License Required

A Transient Vendor, Transient Merchant or Door to Door Solicitor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk. The fee for a Transient Vendor, Transient Merchant and Door to Door Solicitor shall be charged in accordance with Chapter 165, Comprehensive Fee Schedule. The fee may be waived for non-profit organizations. The City Clerk or designee may issue licenses for transient vendors for the sale of specified merchandise or services in certain specified locations which shall be operated and conducted in accordance with the requirements and limitations expressed in this section.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.02 Definitions

1. “Transient Merchant” and “Transient Vendor” in this instance means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. For purposes of this section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received, but does not include a farm auction sale conducted by or for a resident farmer of personal property used on the farm.
2. “Permanent Merchant” means any person who, for at least six months prior to the consideration of the application of this chapter to said merchant: (1) has continuously operated an established place of business among the communities bordering the place of sale, or (2) has continuously resided in the communities bordering the place of sale and now does business from his/her residence.
3. “Door-to-Door Solicitor” means any person, whether a permanent or transient merchant, who attempts to sell merchandise or services directly to residents by physically calling upon their dwelling place.
4. “Merchandise” shall include personal property of any kind, including merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.
5. “Services” shall include the functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under a contract.
6. “Charitable Organization” shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.
7. “Clerk” means the City Clerk.
8. “~~Special~~ **City-Sponsored** Event” for this instance shall include a specific duration of an event which the organizer is the City or is working in collaboration with the City.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.03 Applications

1. Applicant Information. Applicants for a transient vendor or merchant, or door-to-door solicitor license must complete and return to the clerk an application form furnished by the clerk which shall require the following information:
 1. Name, permanent address and telephone number, and temporary address, if any;
 2. Age, height, weight, color of hair and eyes;

3. Name, address and telephone number of the person, firm, association or corporation that the transient merchant represents or is employed by, or whose merchandise is being sold;
 4. Temporary address and telephone number from which business will be conducted, if any;
 5. Nature of business to be conducted and a brief description of the merchandise, and any services offered;
 6. Proposed methods of delivery of merchandise, if applicable;
 7. Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;
 8. Most recent cities, villages, towns, not to exceed three, where applicant conducted his/her business;
 9. Place where applicant can be contacted for at least seven days after leaving this city;
 10. Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last five years, and the nature of the offense and the place of conviction.
2. Required Documents. Applicants for a transient vendor or merchant, or door-to-door solicitor license shall present to the clerk for examination:
 1. A driver's license or some other proof of identify as may be reasonably required;
 2. A state certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;
 3. A copy of the business' Wisconsin Seller's Permit;
 4. A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application license is made.
 3. Fee. At the time the transient merchant or door-to-door solicitor application is submitted to the clerk, a fee shall be charged in accordance with Chapter 165, Comprehensive Fee Schedule, to cover the cost of processing said application. The Clerk shall issue an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each solicitor. The card shall also contain the dates and purpose of the solicitation.
 4. Agent for service of process. The applicant shall sign a statement appointing the clerk his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.04 Issuance

The City Clerk or appointed staff may issue the license subject to the below standards:

1. Complete application and required documentation submitted to the City Clerk;
2. Background check and approval from the Ashland Police Chief;
3. Verification of compliance of Ch. 923.10 from the City Treasurer;
4. Certificate of liability insurance naming the City of Ashland as Certificate Holder, or other acceptable proof of insurance.
5. Incomplete applications or failure to submit the required documentation as required will be denied.
6. License fees shall be valid for a maximum of one year (12 consecutive months) and set forth according to Chapter 165 Comprehensive Fee Schedule. No fee paid shall be refunded if the application is denied or withdrawn.

7. All approved licenses and/or permits must be displayed to the public upon the premises or vehicle for which is issued, or carried upon the person, and shall be displayed to any officer of the City upon request.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.05 Exemptions

The following shall be exempt from all provisions of this chapter:

1. Any person or business representative delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes.
2. Any person or business representative selling merchandise directly to other established businesses within the City of Ashland.
3. Local youth organizations.
4. Any person not representative of a commercial business selling agricultural or perishable products which the person has grown, or any fish which the person has caught.
5. Any person who has an established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested, a home visit by said person.
6. Any person selling or offering for sale a service unconnected with the sale or offering for sale of merchandise.
7. Any person holding a sale required by statute or by order of any court; any person conducting a bona fide auction sale pursuant to law; any person conducting a garage sale, yard sale, or estate sale at a private residence.
8. Any individual licensed by an examining board as defined in s. 15.01(7), Wisconsin Statutes.
9. Any employee, officer or agent of a charitable organization who engages in direct sales or solicitation of donations for or on behalf of said organization, provided that there is submitted to the clerk proof that such charitable organization is registered under sec. 202.12, Wis. Stats., and provided such organization shall comply with the provisions below:
 1. Before any direct sales or solicitation for donations can take place, each such charitable organization must file a sworn application, in writing, on a form furnished by the City Clerk, which shall provide the following information:
 2. Name of organization.
 3. Names and addresses of officers of the organization.
 4. Description and approximate dates of the solicitation event(s).
 5. Names of individuals to be involved in solicitation.
 6. Proof of charitable status. Upon being satisfied that such organization, association or corporation is a bona fide group within the parameters of this chapter, the Clerk shall issue a permit without charge to such organization to solicit in the City. Each member of such organization shall carry at all times proof of identification associated with their organization, and shall be displayed at the request of any officer of the City. The clerk shall also issue to such organization, an official card for each individual to be involved in the solicitation, upon which shall be inscribed the name of each member. The card shall also contain the name of the organization and dates and purpose of the solicitation.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.06 Special Event Permitting

~~A Special Event Permit is defined as a permit to operate a merchandise or service vendor for the entire duration of a City-sponsored event, or event organized in collaboration with the City as determined by the City.~~

- ~~1. Duration. The duration of a Special Event is determined by the organizer and/or City. The holder of a Special Event Permit must cease operation on or before 10:00 p.m. on the final day of the Special Event.~~
- ~~2. Fee. The fee for a Special Event Permit is \$50.00. Should the applicant choose within thirty (30) days of the Special Event to apply for a ninety (90) day, six (6) month, or twelve (12) month permit through the Clerk, this \$50.00 would be credited toward that permit fee. The regular fee schedule as stated in Ch. 165 Comprehensive Fee Schedule shall apply for applicants participating in an event not sponsored or co-sponsored by the City.~~
- ~~3. Exceptions. Any and all merchandise or service vendors are subject to the Special Event Permit fee regardless of the location within the City which the Event is held, and regardless if the vendor is a business owner or operator of the City of Ashland, except that operator is conducting business on and immediately adjacent to their property such as outside its store front or in its owned parking lot.~~
- ~~4. Required Documentation. All applicants of a Special Event Permit must submit payment with the completed application supplied by the City of Ashland, along with any other documentation required by the City to be considered. Any uncompleted applications may be denied for such permit. Any right of way permits required or special accommodations needed are the responsibility of the applicant.~~
- ~~5. Approval. All applications may be reviewed and approved by City staff including but not limited to: City Clerk, Public Works, Parks and Recreation, Police Department, Fire Department, and/or Planning and Development. The vendor shall display their license in a window or other viewable location at all times.~~

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.06 City-Sponsored Events

A City Sponsored Event is defined as a City-sponsored event, or event organized in collaboration with the City as determined by the City. All Vendors are required to have a license issued by the City of Ashland.

1. Duration. The duration of a City-sponsored event is determined by the organizer and/or City. Vendors must cease operation on or before 10:00 p.m. on the final day of the Event.
2. Fee. City-sponsored events have a fee for vendor registration of \$50. Vendors will not be charged a license fee for participating in a City-sponsored event.
3. Participation. Participation by vendors is not guaranteed at City-Sponsored Events. All vendors are required to have confirmed attendance with City staff at least twenty-four (24) hours before arrival. Participation by vendors is at the sole discretion of City staff based upon, but not limited to:
 - (a) Space limitations.
 - (b) Vendor's behavior at prior events, both City-sponsored and non-City sponsored, including, but not limited to, ordinance or rule violations.
 - (c) Potential threat to the health, safety or general welfare of the public.
 - (d) Vendor's failure to hold a required license or permit from City of Ashland or the State of Wisconsin.
4. Rules of participation. Vendors are required to abide by the following rules and expectations while operating at a City-sponsored event;
 - (a) Generators shall be placed in such a way to limit noise pollution for attendees.
 - (b) All display or reference to political or politically adjacent activities is prohibited.

- (c) Listen and adhere to guidelines established by City staff/Event organizers.
 - (d) Demonstrate overall good and civil behavior.
 - (e) Remain open for the duration of the event, maintaining stock based on predicted attendance and weather conditions.
5. License. Vendors will be issued a license for the day of the event. Vendors shall display their license in a viewable location at all times.

888.07 Prohibited Practices

A transient merchant or door-to-door solicitor shall be prohibited from:

1. Calling at any dwelling or other place between the hours of 8:00 p.m. and 9:00 a.m. except by appointment;
2. Calling at any dwelling or other place where a sign is displayed bearing the words “No Peddlers,” “No Solicitors” or words of similar meaning;
3. Calling at the rear door of any dwelling place;
4. Remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.
5. A transient merchant or door-to-door solicitor shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity, or characteristics of any merchandise offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents.
6. A charitable organization transient merchant shall specifically disclose what portion of the sale price of the merchandise being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.
7. No transient merchant or door-to-door solicitor shall sell or offer for sale any goods, wares, merchandise or produce of any kind from a stand or vehicle while the same is placed or parked upon any public street except to make deliveries from house to house or to places of business. No signs or goods, wares, merchandise or produce of any sort shall be set, placed or displayed within any portion of the right-of-way for any City of Ashland street.
8. No transient merchant or door-to-door solicitor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith without the prior written approval of the City of Ashland Parks Director or Board.
9. No licensee nor any person in his behalf, shall use any sound amplifying device for the broadcasting of words upon any of the streets, alleys, parks or other public places of the City or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares, or merchandise which such licensee proposes to sell.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.08 Disclosure Requirements

1. After the initial greeting and before any other statement is made to a prospective customer, a transient merchant or door-to-door solicitor shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of merchandise or services he/she offers to sell.
2. If any sale of merchandise is made by a transient merchant or door-to-door solicitor, or any offer for the later delivery of merchandise is taken by the seller, the buyer shall have the right to cancel

said transaction if it involves the extension of credit or is a cash transaction of more than \$25, in accordance with the procedure as set forth in sec. 423.203, Wis. Stats.; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of secs. 423.203(1)(a)(b) and (c), (2) and (3), Wis. Stats.

3. If the transient merchant or door-to-door solicitor takes a sales order for the later delivery of merchandise, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial, or no advance payment is made, the name, address, and telephone number of the seller, the delivery or performance date, and whether a guarantee or warranty is provided and, if so, the terms thereof.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.09 Exhibition Of License

Licensed transient or permanent merchants soliciting in residential neighborhoods must wear their identification license card in a conspicuous place on their clothing. Transient merchants selling from a fixed location must exhibit their certificate of license in a conspicuous place at the site where they are selling.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.10 Records

The Chief of Police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.11 Revocation Of License

Licenses issued under the provisions of this ordinance may be revoked by the Common Council after notice and hearing for any of the following causes:

1. Fraud, misrepresentation, or incorrect statement contained in the application for license;
2. Fraud, misrepresentation, or incorrect statement made in the course of carrying on his/her business as a solicitor, or transient merchant;
3. Any violation of this ordinance;
4. Conducting the business of solicitor, or transient merchant, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
5. Conviction of any crime or misdemeanor.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.12 Notice Of Hearings

Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

HISTORY

Adopted by Ord. [2022-1962](#) on 5/31/2022

888.13 Penalty

Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this ordinance shall constitute a separate offense.

Replace:

Ref: 2026-026

**COUNCIL AGENDA:
9.G. (2/24/2026)**

SUBJECT: Approve to Amend Chapter 889 (2022-1963) Mobile Food Establishments, Concessions and Food Vendors, Ashland City Ordinances (*City Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney
City Clerk

EXHIBITS: 1. Proposed Ordinance 2026-2032
2. Proposed Amendments Ch. 889 (2022-1963) - Red-lined

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The City Clerk's Office and the Director of Community Events have proposed amendments to Chapter 889 (2022-1963) regarding Vendors and Food Trucks at City Sponsored Events. The Amendments provide City Staff with discretion and authority to determine participation in City-

Sponsored Events to align with the theme and purpose of the event. The proposed changes also provide a set of rules of conduct for food concessions at City Sponsored Events.

Sequential Ordinance No 2026-2032

ORDINANCE TO AMEND CHAPTER 889 (2022-1963) MOBILE FOOD ESTABLISHMENTS, CONCESSIONS AND FOOD VENDORS, ASHLAND CITY ORDINANCES

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

SECTION I:

889.02 Definitions *shall be amended to read as follows:*

- (e) “City-Sponsored Event” for this instance shall include a specific duration of an event which the organizer is the City or is working in collaboration with the City.

SECTION II:

889.09 *shall be renamed and amended to read as follows:*

889.09 “City-Sponsored” Events

- (a) Duration. The duration of a City-sponsored event is determined by the organizer and/or City. Vendors must cease operation on or before 10:00 p.m. on the final day of the Event.
- (b) Fee. All participants must obtain a license from the City Clerk’s office as stated under Chapter 165 Comprehensive Fee Schedule.
 - 1. City-sponsored events that are expected to have more than 500 attendees will be assessed a fee of \$200 in addition to the license cost.
 - 2. City-sponsored events that are expected to have less than 500 attendees will not be assessed the additional fee.
- (c) Participation. Participation by Mobile Concession vendors is not guaranteed at City-Sponsored Events. All mobile concession vendors are required to have confirmed attendance with City staff at least twenty-four (24) hours before arrival. Participation is at the sole discretion of City staff based upon, but not limited to:
 - 1. Space limitations.
 - 2. Vendor’s behavior at prior events, both City-sponsored and non-City sponsored, including, but not limited to, ordinance or rule violations.
 - 3. Potential threat to the health, safety or general welfare of the public.
 - 4. Vendor’s failure to hold a required license or permit from the City of Ashland or State of Wisconsin.
- (d) Rules of participation. Mobile concession vendors are required to abide by the following rules and expectations while operating at a City-sponsored event;

1. Generators shall be placed in such a way to limit noise pollution for attendees.
2. All display or reference to political or politically adjacent activities is prohibited.
3. Listen and adhere to guidelines established by City staff/Event organizers.
4. Demonstrate overall good and civil behavior.
5. Remain open for the duration of the event, maintaining stock based on predicted attendance and weather conditions.

(e) License. Mobile Concession License holders require a license issued by the City Clerk's office as stated under 889.01. The mobile concession vendor shall display their license in a window or other viewable location at all times. When participating in a City-sponsored event, the license holder:

1. Will not be required to surrender a date of operation under their paid license.
2. May operate outside of the 90-day (3 month) or 180-day (6 month) paid license.

SECTION III

Effective Date. *This ordinance shall take effect on the day after publication.*

PASSED: February 24, 2026

PUBLISHED: March 5, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

889.01 Registration And License Required

A Mobile Food Establishment, Concession or Vendor shall not operate within the City without first securing a license from the City. Applications shall be made to the City Clerk. The fee for a Mobile Concession Food Vendor shall be charged in accordance with Chapter 165, Comprehensive Fee Schedule. The fee may be waived for non-profit organizations. The City Clerk or designee may issue licenses for the sale of specified food and beverage items from mobile food establishment on the public streets and in certain specified locations adjacent to city parks, which shall be operated and conducted in accordance with the requirements and limitations expressed in this section. This ordinance does not intend to regulate home delivery of food or beverage items, nor temporary food/product stands, which may be regulated by a transient merchant permit, outdoor establishment permit, or other City codes.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.02 Definitions

1. “Mobile Concession”, “Food Vendor” or “Mobile Food Establishment” shall include individuals and organizations that engage in the sale of concessions from motor vehicles, self-propelled vehicles, manually propelled vehicles, and trailers.
2. “Concessions” are defined as foods and beverages either prepared onsite or prepackaged, intended to be consumed at the point of purchase.
3. “Charitable Organization” shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.
4. “Clerk” means the City Clerk.
5. “~~Special~~ **City-Sponsored** Event” shall include a specific duration of an event which the organizer is the City or is working in collaboration with the City.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.03 Application And Required Documentation

1. Each applicant must submit to the clerk a completed application with signature along with the following: 1) A copy of a passing inspection report from the County Health Department or State of WI. Mobile food establishments shall acquire all mandated licenses and permits for any additional food or beverage items deemed necessary by the county or state, even if not explicitly required by this section, for public health, safety or welfare purposes. 2) Proof of liability insurance or Certificate of Insurance naming the City of Ashland, for any single accident and for any property damage in the amount of not less than \$1,000,000.00. Such liability insurance shall be in effect at all times that the mobile food establishment is licensed in accordance with this section. 3) Payment according to Ch. 165 Comprehensive Fee Schedule. 4) A copy of the business’ Wisconsin Seller’s Permit.
2. Each mobile food establishment shall be separately licensed and such license shall not be transferable to another mobile food establishment. Such license shall be conspicuously displayed within the mobile food establishment.
3. A mobile food establishment shall meet the following vehicular requirements: 1) Shall be designed and constructed specifically for the purpose of selling or dispensing the product(s) to be sold or dispensed; and 2) Shall have valid license plates and registration as required by Wis Stat. Ch 341;

and 3) Shall be in compliance with all Federal, State, and local laws or regulations which govern motor vehicles including but not limited to vehicle size requirements; and 4) Shall be in a safe, operable condition with no visible signs of deterioration.

HISTORY

Amended by Ord. [2016-1876](#) Amends Section 889.03. Application and Required Documentation. Adds item (k) regarding minors operating lemonade stands. [RELOCATED TO 889.04 BY 2022-1963] on 7/12/2016 Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.04 Exceptions

The following shall be exempt from all provisions of this chapter:

1. Any individual licensed by an examining board as defined in s. 15.01(7), Wisconsin Statutes.
2. Any persons or organizations operating a concession authorized by a non-profit association in connection with a fair, festival or celebration which is being held under the direction of that non-profit association. Persons or organizations are prohibited from operating a concession or selling products or services within the defined fair, festival or celebration area without authorization from the non-profit association sponsoring the event. The entity sponsoring the event shall submit a description of the defined festival area to the Police Chief or his designee for approval. This provision does not include "Special Events."
3. Any person 15 years old or under who is operating a stand to sell lemonade or similar beverages at the person's home or in the public right of way adjacent to the person's home, and any person 15 years old or under assisting that person, provided that the police department may order such stand closed if there is reason to believe the stand poses a threat to health or safety, in which case the person may apply for a license under this chapter.
4. Any employee, officer or agent of a charitable organization who engages in direct sales or solicitation of donations for or on behalf of said organization, provided that there is submitted to the clerk, proof that such charitable organization is registered under sec. 202.12, Wis. Stats., and provided such organization shall comply with the provisions below: 1) Before any direct sales or solicitation for donations can take place, each such charitable organization must file a sworn application, in writing, on a form furnished by the City Clerk, which shall provide the following information: a) Name of organization. b) Names and addresses of officers of the organization. c) Description and approximate dates of the solicitation event(s). d) Names of individuals to be involved in solicitation. e) Proof of charitable status. Upon being satisfied that such organization, association or corporation is a bona fide group within the parameters of this chapter, the Clerk shall issue a permit without charge to such organization to solicit in the City. The clerk shall also issue to such organizations, a permit upon which shall be inscribed the name of each member, the name of the organization and dates and purpose of the solicitation.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.05 Investigation

1. Referral to Police. Upon receipt of each application, the clerk may refer it immediately to the Chief of Police who may make and complete an investigation of the statements made in such registration. All vehicles may be subject to inspection of the Ashland Fire Department.
2. Treasurer's Certificate. Each applicant must be in compliance with Ch. 923.10

3. Denial of license. The clerk shall refuse to license the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or materially inaccurate statement; complaints of a material nature have been received against the applicant by authorities in the most recent cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or the applicant failed to comply with any applicable provision of this chapter.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.06 Appeal

Any person refused or denied a license may appeal the denial through the Common Council.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.07 Prohibited Practice

1. No mobile food establishment shall operate between the hours of 12:00 a.m. and 8:00 a.m. during Special Events.
2. Licensed mobile concession/food vendors shall be allowed to operate only between the hours of 9:00 a.m. and 10:00 p.m.
3. No mobile food establishment shall use City water, electricity or other utilities in the course of its operations in accordance with this section without the consent of city staff prior to use.
4. No Mobile Food Establishment shall sell alcohol or allow its consumption in the mobile food establishment.
5. No mobile concession or food vendor shall sell or offer to sell any goods, wares, merchandise or produce of any kind in any City of Ashland park premises, including parking lots associated therewith, without the prior written approval of the City of Ashland Park Parks & Recreation Committee, or as allowed within Sec. 889.07(i).
6. No licensee nor any person in his behalf, shall use any bells, lights or sound amplifying device or any other noise-makers other than music for the broadcasting of words upon any of the streets, alleys, parks or other public places of the City or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares, or merchandise which such licensee proposes to sell. Such music shall not be used after 10:00 p.m. on any day and shall maintain compliance with city ordinances at all times.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.08 Location Of Operation

1. A mobile food establishment shall be allowed to sell from public streets, but shall not impede the free use of streets or sidewalks by vehicles or pedestrians. All traffic and parking regulations shall be observed. If an on-duty officer of an authorized law-enforcement agency determines that a safety problem exists related to the selling activities at a specific location(s) by a Mobile Concession/Food Vendor, the officer shall have the right to order the vendor to cease selling at that location(s).
2. A mobile food establishment shall not park along any one city block or equivalent length of street for a duration exceeding 6 hours on any given day, excluding "Special Events". Parking exemptions shall not be issued to a licensee under this section.

3. A mobile food establishment shall not be permitted to operate in those areas of the city and any adjacent streets that are situated within a residential zoning district.
4. A mobile food establishment, licensee or the licensee's agents or employees shall not reserve or otherwise hold parking spots on the public streets or in city parks.
5. No mobile food establishment shall operate on any public street within 300 feet of any established restaurants in the city, unless the mobile food establishment obtains written permission from all adjacent restaurants in operation, and retains such permission within the mobile food establishment.
6. No sales shall be permitted with 300 feet of an established, operating concession stand operated by a non-profit or charitable organization, such as Little League, school groups, or other similar organizations, unless the mobile food establishment obtains written permission from all adjacent established operating concessions, or unless permitted by the event director/organizer during a "Special Event."
7. All mobile food establishments shall at all times provide at least four (4) feet of width on all sides for clear and unobstructed pedestrian, bicycle, or other permissible use.
8. No mobile food establishment shall obstruct an adjacent path or lane of travel, including motor vehicle lanes, bicycle lanes, sidewalks, trails or other designated parking areas.
9. Parking of Mobile Concession units on private property is allowable by the City as long as their location does not impede the flow of traffic in the area, and as long as they hold a city Mobile Food Establishment license and have permission of the property owner.
10. City staff may waive the six-hour operation limit and authorize food vendors to sell food items intended for on-site consumption in City parks for a period of five (5) consecutive days or less during a specified or Special Event. Said food vendors will be required to complete an application and pay a fee as set by Ch. 165.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.09 "Special Event" Permit

"Special Event" Permit. A Special Event Permit is defined as a permit to operate a mobile concession/food establishment for the duration of a City-sponsored event, or event organized in collaboration with the City as determined by the City.

1. ~~Duration. The duration of a Special Event is determined by the organizer and/or City. The holder of a Special Event Permit must cease operation on or before 10:00 p.m. on the final day of the Special Event.~~
2. ~~Fee. The fee for a Special Event Permit is \$50.00. Should the applicant choose within thirty (30) days of the Special Event to apply for a six (6) month, nine (9) month or twelve (12) month permit through the Clerk, this \$50.00 would be credited toward that permit fee. The regular fee schedule as stated in Ch. 165 Comprehensive Fee Schedule shall apply for applicants participating in an event not sponsored or co-sponsored by the City.~~
3. ~~Exceptions. Any and all mobile concession vendors are subject to the Special Event Permit fee regardless of the location within the City which the Event is held, and regardless if the mobile concession vendor is a business owner or operator in the City of Ashland, except if that operator is conducting business on and immediately adjacent to their property such as outside its store front or in its owned parking lot.~~
4. ~~Required Documentation. All applicants of a Special Event Permit must submit payment with the completed application supplied by the City of Ashland, along with any other documentation required by the City to be considered. Any uncompleted applications may be denied for such~~

~~permit. Any right of way permits required or special accommodations needed are the responsibility of the applicant.~~

- ~~5. Approval. All applications may be reviewed and approved by City staff including but not limited to: City Clerk, Public Works, Parks and Recreation, Police Department, Fire Department, and/or Planning and Development. The mobile concession vendor shall display their license in a window or other viewable location at all times.~~

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.09 City-Sponsored Events

A City Sponsored Event is defined as a City-sponsored event, or event organized in collaboration with the City as determined by the City. All Mobile Concession Vendors are required to have a license issued by the City of Ashland.

1. Duration. The duration of a City-sponsored event is determined by the organizer and/or City. Vendors must cease operation on or before 10:00 p.m. on the final day of the Event.
2. Fee. City-sponsored events that are expected to have more than 500 attendees will be assessed a fee of \$200 for mobile concession vendors to attend in addition to the license cost. City-sponsored events that are expected to have less than 500 attendees will not be assessed an additional registration fee.
3. Participation. Participation by Mobile Concession vendors is not guaranteed at City-Sponsored Events. All mobile concession vendors are required to have confirmed attendance with City staff at least twenty-four (24) hours before arrival. Participation is at the sole discretion of City staff based upon, but not limited to:
 - (a) Space limitations.
 - (b) Vendor's behavior at prior events, both City-sponsored and non-City sponsored, including, but not limited to, ordinance or rule violations.
 - (c) Potential threat to the health, safety or general welfare of the public.
 - (d) Vendor's failure to hold a required license or permit from the City of Ashland or State of Wisconsin.
4. Rules of participation. Mobile concession vendors are required to abide by the following rules and expectations while operating at a City-sponsored event;
 - (a) Generators shall be placed in such a way to limit noise pollution for attendees.
 - (b) All display or reference to political or politically adjacent activities is prohibited.
 - (c) Listen and adhere to guidelines established by City staff/Event organizers.
 - (d) Demonstrate overall good and civil behavior.
 - (e) Remain open for the duration of the event, maintaining stock based on predicted attendance and weather conditions.
5. License. Mobile Concession License holders of the City's ten non-consecutive day license will be able to attend City-sponsored events without using the operating days on their license and will be issued a one-day license for the event. License holders of the City's 90-day license will be able to attend City-sponsored events outside of the 90-day window on their license and be issued a one-day license for the event. The mobile concession vendor shall display their license in a window or other viewable location at all times.

889.10 Ice Cream Trucks

Ice cream trucks which serve prepackaged frozen, ready to eat items are allowed to sell in residentially zoned areas throughout the City, but must keep moving unless serving a customer. Generally, there is no

long- or short-term parking of Mobile Concession units in residential areas. They do require the same City permits as other stationary Mobile Concession units as well as a local mobile food establishment license.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.11 Exhibition Of License

Mobile Concession/Food Vendors shall display their license in a window of their vehicle at all times of operation.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.12 Records

The Chief of Police shall report to the clerk all convictions for violation of this ordinance and the clerk shall note any such violation on the record of the registrant convicted.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.13 Revocation Of License

Licenses issued under the provisions of this ordinance may be revoked by the Common Council after notice and hearing for any of the following causes: a) Fraud, misrepresentation, or incorrect statement contained in the application for license; b) Any violation of this ordinance; c) Conducting the business of mobile concession food vendor in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public; d) Conviction of any crime or misdemeanor during the term of the license.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.14 Notice Of Hearings

Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a court summons.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

889.15 Penalty

Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this ordinance shall constitute a separate offense.

HISTORY

Adopted by Ord. [2022-1963](#) Chapter 889 (2022-1963). on 5/31/2022

Ref: 2026-027

**COUNCIL AGENDA:
9.H. (2/24/2026)**

SUBJECT: Accept the Quote from DSC Communications for the Purchase and Installation of Base Radio Equipment for the Ashland Fire Department (*Fire & EMS Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS:

1. DSC Communications Quote
2. UPDATED 021926 - Base station quote

EXPENDITURES REQUIRED: \$28,767.01

AMOUNT BUDGETED: \$38,000.00

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 18, 2026 that DSC Communications is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51.26(b)6, Ashland City Ordinances, permits items for direct placement for Council action as the item had been previously presented and approved by Council as part of a budgeted purchase or project within the City's annual budget.

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

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

SUMMARY STATEMENT:

The fire department planned for the replacement of its current base radio, which is an estimated 25 years of age. This unit was moved from the Ellis Fire Station in 2016 to save on costs and provided the fire department with a longer than expected service life. \$38,000 is budgeted in the 2026 Capital Budget. Currently, the only replacement parts are available by removing parts from salvaged radios. Multiple handsets throughout the fire station are not fully functional and replacement parts are only available by buying used handsets online which we have done with mixed results.

Wisconsin is currently moving forward with the replacement of radio infrastructure for emergency services throughout the state so that an additional wavelength of radio frequencies can be utilized (800mHz). The Motorola APX 8500 Multi-Band Console and accompanying desksets will allow the fire department to move seamlessly into 800mHz communications while maintaining communication capabilities on VHF and UHF frequencies.

The fire department solicited multiple bids for this project and received the same price from each as this item is available through government pricing from Motorola. DSC Communications handles our area's radio communication service needs and was selected to provide us with this equipment, installation, and programming.



Please review the following quote

APX8500 Multi-Band Console

Quote # EH008900
Version 1

Prepared for:

Ashland Fire Department

John Baker
jbaker@coawi.org



APX8500 Multi-Band Console, MCD5000 Deskset

Description	Price	Qty	Ext. Price
Cable Purple Cat6 Plenum (Feet)	\$1.00	2000	\$2,000.00
DSC Promo Valid Until September 30th 2025	(\$1,250.00)	1	(\$1,250.00)

Subtotal: \$750.00

Services

Description	Price	Qty	Ext. Price
Services Scope of project as follows: Travel to customer location, removal of existing Kenwood mobile, Gai-Tronics remotes. Installation of APX 8500 Multi-band Console and MCD5000 Desksets. Removal of existing wiring for remotes and installation of new cabling for MCD5000 desksets. Testing of system and end user training. DSC reserves the right to bill time and material for any changes to the scope of the project.	\$5,950.00	1	\$5,950.00
Truck Charge	\$46.50	1	\$46.50
Misc Hardware Fittings & Consumables	\$595.00	1	\$595.00

Subtotal: \$6,591.50

APX8500 Multi-Band Console



Prepared by:

1 - Superior

Erik Humphrey
(715) 392-2911 ext. 2027
Fax 715-392-2995
ehumphrey@dsccommunications.com

Prepared for:

Ashland Fire Department

215 6th St. East
Ashland, WI 54806
John Baker
(715) 682-7052
jbaker@coawi.org

Quote Information:

Quote #: EH008900

Version: 1
Delivery Date: 09/05/2025
Expiration Date: 09/27/2025

Quote Summary

Description	Amount
APX8500 Multi-Band Console, MCD5000 Deskset	\$750.00
Services	\$6,591.50

Subtotal: \$7,341.50

Shipping: \$20.00

Total: \$7,361.50

Taxes, shipping, handling and other fees may apply. 3% Processing Fee will be accessed on all credit card transactions. Any price quoted for a product is subject to market change, supply disruption, adjustments to foreign exchange rates, and tax reforms, among other causes. We reserve the right to cancel orders arising from pricing or other errors.



Clarifications & Exclusions - Quotes

General Work Terms:

1. All work will be performed during normal business hours - *Monday through Friday, 8:00am to 5:00pm* - unless otherwise agreed upon by both parties.
2. Customer will maintain a clean, safe, and efficient work environment.
3. Permits and associated fees are not included in DSC Communications' proposal pricing.
4. Customer will provide a secured area to store/stage project-related materials.
5. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays/cost increases. Customer agrees to provide DSC with reasonable extensions of time and DSC agrees to make efforts to avoid or minimize delays. Customer further acknowledges that these difficulties may result in increases to DSC's quoted pricing. Customer agrees to pay any increases.
6. Changes to scope of work, or departures from initial planning that arise during or after deployment, may be assessed by DSC as a change-order and invoiced appropriately.
7. Returns may be subject to a restocking fee.

Customer Responsibilities:

1. Customer will provide current blueprints/floor plans for identification of cabling routes.
2. Where installations use customer-premise wiring or the wiring/cabling is installed by others, all wiring shall be properly installed, free from defects, and capable of supporting the new equipment. Time and materials used to troubleshoot and repair wiring issues may be considered beyond scope and subject to invoicing.
3. Project Manager(s): Customer shall assign project manager(s) to make decisions for equipment installation and placement.
4. Network/Technology Manager: Due to the complexity of network integration practices and security policies, someone empowered to make customer-premise network decisions and verifications must be assigned, and available to the technicians on-site.

Exclusions (unless otherwise specifically stated in proposal):

- Electrical work to panels, breakers, or electrical outlets.
- Installation conduit or cable raceway.
- Rental/provision of aerial lifts or scaffolding.
- Interconnections to other devices (such as burglar alarm or fire annunciator panels).
- Vertical or horizontal core drilling holes exceeding 3/4" in diameter or 12" in depth.
- Removal of old wiring or devices.
- Application Programming Interface (API) integration to other network devices.
- Customer-premise network reconfigurations to routers, switches, firewalls, etc.
- Replacement of ceiling tiles, millwork, paint, or other finishing/fine detail that may be disturbed during the normal course of work.

1 - Superior

Ashland Fire Department

Signature: _____

Name: Erik Humphrey

Title: Client Strategy Lead

Date: 09/05/2025

Signature: _____

Name: John Baker

Date: _____

Billing Address:
ASHLAND FIRE DEPT, CITY OF
215 E 6TH ST
ASHLAND, WI 54806
US

Quote Date:09/05/2025
Expiration Date:11/04/2025
Quote Created By:
Erik Humphrey
ehumphrey@
dsccommunications.com

End Customer:
ASHLAND FIRE DEPT, CITY OF
John Baker
jbaker@coawi.org
(715) 682-7052

Contract: 24752 - WCA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ Console					
1	L37TSS9PW1CN	ALL BAND CONSOLE CN	1	\$11,053.00	\$8,068.69	\$8,068.69
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	1	\$0.00	\$0.00	\$0.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$6.42	\$4.69	\$4.69
1c	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	1	\$604.80	\$604.80	\$604.80
1d	GA00580AA	ADD: TDMA OPERATION	1	\$530.00	\$386.90	\$386.90
1e	CA01598AB	ADD: AC LINE CORD US	1	\$0.00	\$0.00	\$0.00
1f	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1	\$1,766.00	\$1,289.18	\$1,289.18
1g	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	-\$584.00	-\$584.00
1h	GA09000AA	ADD: DIGITAL TONE SIGNALING	1	\$177.00	\$129.21	\$129.21
1i	L999AG	ADD: FULL FP W/E5/KEYPAD/ CLOCK/VU	1	\$929.00	\$678.17	\$678.17
1j	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	\$607.00	\$443.11	\$443.11
1k	GA01767AG	ADD: RADIO AUTHENTICATION	1	\$118.00	\$86.14	\$86.14
1l	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1n	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	\$353.00	\$257.69	\$257.69
2	HKN6233C	MOBILE RADIO APX CONSOLETTES RACK MOUNT KIT	1	\$214.00	\$156.22	\$156.22
MCD 5000 Deskset System						
3	HKVN4865A	SOFTWARE LICENSE MCD5000 AND DOCUMENTATION	1	\$0.00	\$0.00	\$0.00
4	FKN8695AS	ETHERNET CABLE 10'	7	\$53.00	\$42.40	\$296.80
5	F2380A	MCD5000 DESKSET	6	\$2,548.00	\$2,038.40	\$12,230.40
6	F7879B	MCD5000 RADIO GATEWAY UNIT (RGU)	1	\$2,548.00	\$2,038.40	\$2,038.40

Grand Total \$26,086.40(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1b	QA01648AA	ASKHOMID = 0B0C
3	HKVN4865A	SW-Email = sales@dsccommunications.com



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



Please review the following quote

APX8500 Multi-Band Console

Quote # EH008900
Version 1

Prepared for:

Ashland Fire Department

John Baker
jbaker@coawi.org



APX8500 Multi-Band Console, MCD5000 Deskset

Description	Price	Qty	Ext. Price
Cable Purple Cat6 Plenum (Feet)	\$1.00	2000	\$2,000.00
DSC Promo Valid Until September 30th 2025	(\$1,250.00)	1	(\$1,250.00)

Subtotal: \$750.00

Services

Description	Price	Qty	Ext. Price
Services Scope of project as follows: Travel to customer location, removal of existing Kenwood mobile, Gai-Tronics remotes. Installation of APX 8500 Multi-band Console and MCD5000 Desksets. Removal of existing wiring for remotes and installation of new cabling for MCD5000 desksets. Testing of system and end user training. DSC reserves the right to bill time and material for any changes to the scope of the project.	\$5,950.00	1	\$5,950.00
Truck Charge	\$46.50	1	\$46.50
Misc Hardware Fittings & Consumables	\$595.00	1	\$595.00

Subtotal: \$6,591.50



APX8500 Multi-Band Console



Prepared by:

1 - Superior

Erik Humphrey
(715) 947-2027
Fax 7153922995
ehumphrey@dsccommunications.com

Prepared for:

Ashland Fire Department

215 6th St. East
Ashland, WI 54806
John Baker
(715) 682-7052
jbaker@coawi.org

Quote Information:

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Delivery Date: 02/19/2026
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1. All work will be performed during normal business hours - *Monday through Friday, 8:00am to 5:00pm* - unless otherwise agreed upon by both parties.
2. Customer will maintain a clean, safe, and efficient work environment.
3. Permits and associated fees are not included in DSC Communications' proposal pricing. (if applicable)
4. Customer will provide a secured area to store/stage project-related materials.
5. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays/cost increases. Customer agrees to provide DSC with reasonable extensions of time and DSC agrees to make efforts to avoid or minimize delays.
6. Changes to scope of work, or departures from initial planning that arise during or after deployment, will be discussed with customer as a change-order and invoiced appropriately.
7. Returns may be subject to a restocking fee.

Customer Responsibilities: (If applicable)

1. Customer will provide current blueprints/floor plans for identification of cabling routes.
2. Where installations use customer-premise wiring or the wiring/cabling is installed by others, all wiring shall be properly installed, free from defects, and capable of supporting the new equipment. Time and materials used to troubleshoot and repair wiring issues may be considered beyond scope and subject to invoicing.
3. Project Manager(s): Customer shall assign project manager(s) to make decisions for equipment installation and placement.
4. Network/Technology Manager: Due to the complexity of network integration practices and security policies, someone empowered to make customer-premise network decisions and verifications must be assigned, and available to the technicians on-site.

Exclusions (unless otherwise specifically stated in proposal):

- Electrical work to panels, breakers, or electrical outlets.
- Installation conduit or cable raceway.
- Rental/provision of aerial lifts or scaffolding.
- Interconnections to other devices (such as burglar alarm or fire annunciator panels).
- Vertical or horizontal core drilling holes exceeding 3/4" in diameter or 12" in depth.
- Removal of old wiring or devices.
- Application Programming Interface (API) integration to other network devices.
- Customer-premise network reconfigurations to routers, switches, firewalls, etc.
- Replacement of ceiling tiles, millwork, paint, or other finishing/fine detail that may be disturbed during the normal course of work.

1 - Superior

Ashland Fire Department

Signature: _____

Name: Erik Humphrey

Title: Client Strategy Lead

Date: 02/19/2026

Signature: _____

Name: John Baker

Date: _____

Billing Address:
ASHLAND FIRE DEPT, CITY OF
215 E 6TH ST
ASHLAND, WI 54806
US

Quote Date:09/05/2025
Expiration Date:04/18/2026
Quote Created By:
Erik Humphrey
ehumphrey@
dsccommunications.com

End Customer:
ASHLAND FIRE DEPT, CITY OF
John Baker
jbaker@coawi.org
(715) 682-7052

Contract: 24752 - WCA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ Console						
1	L37TSS9PW1CN	ALL BAND CONSOLETTES CN	1	\$11,053.00	\$6,553.80	\$6,553.80
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	1	\$0.00	\$0.00	\$0.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$6.42	\$3.81	\$3.81
1c	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	1	\$604.80	\$604.80	\$604.80
1d	GA00580AA	ADD: TDMA OPERATION	1	\$530.00	\$314.26	\$314.26
1e	CA01598AB	ADD: AC LINE CORD US	1	\$0.00	\$0.00	\$0.00
1f	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1	\$1,766.00	\$1,047.14	\$1,047.14
1g	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	\$0.00	\$0.00
1h	GA09000AA	ADD: DIGITAL TONE SIGNALING	1	\$177.00	\$104.95	\$104.95
1i	L999AG	ADD: FULL FP W/E5/KEYPAD/ CLOCK/VU	1	\$929.00	\$550.84	\$550.84
1j	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	\$607.00	\$359.92	\$359.92



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	GA01767AG	ADD: RADIO AUTHENTICATION	1	\$118.00	\$69.97	\$69.97
1l	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1n	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	\$353.00	\$209.31	\$209.31
2	HKN6233C	MOBILE RADIO APX CONSOLETTA RACK MOUNT KIT	1	\$214.00	\$126.89	\$126.89
MCD 5000 Deskset System						
3	FHN7469A	MCD5000 DESKSET/RGU POWER SUPPLY W/ USAPOWER CORD	7	\$112.00	\$66.41	\$464.87
4	HKVN4865A	SOFTWARE LICENSE MCD5000 AND DOCUMENTATION	1	\$0.00	\$0.00	\$0.00
5	FKN8695AS	ETHERNET CABLE 10'	7	\$53.00	\$31.43	\$220.01
6	F2380A	MCD5000 DESKSET	6	\$2,548.00	\$1,510.82	\$9,064.92
7	F7879B	MCD5000 RADIO GATEWAY UNIT (RGU)	1	\$2,548.00	\$1,510.82	\$1,510.82
8	FHN7394AS	MCD 5000 DESKSET WALL MOUNT KIT	6	\$56.00	\$33.20	\$199.20

Grand Total **\$21,405.51(USD)**

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1b	QA01648AA	ASKHOMID = 0B0C
4	HKVN4865A	SW-Email = sales@dsccommunications.com



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

02/19/2026

To: Motorola Solutions Inc.
1309 E. Algonquin Rd.
Schaumburg, IL 60196

Re: Purchase of Motorola radio communications equipment

The Ashland Fire Department does not have a formal purchase order system. This letter serves as authorization for Motorola Solutions to place an order for the communications equipment on the attached sheet for a purchase price of \$21,405.51. The Ashland Fire Department agrees to pay Motorola Solutions for the equipment "Net 30 days upon invoice" to:

Ashland Fire Department
C/O DSC Communications
711 Hammond Ave
Superior, WI 54880

When Motorola Solutions invoices the Ashland Fire Department, the invoice should reference "APX8500 Multi-Band Console, MCD Desksets" and be sent to John Baker at the following address:

Ashland Fire Department
215 6th Street East
Ashland, WI 54806

For taxation purposes, even if tax-exempt, the equipment sold to Ashland Fire Department will ultimately reside at the following address:

Ashland Fire Department
215 6th Street East
Ashland, WI 54806

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact John Baker at jbaker@coawi.org or (715) 682-7052

Sincerely yours,

By: _____
John Baker

CC: Erik Humphrey

Ref: 2026-028

COUNCIL AGENDA: 9.I.
(2/24/2026)

SUBJECT: Approve to Accept a Community Development Block Grant for Planning Project (CDBG-PLNG) Award to Update the City of Ashland's Comprehensive Plan (*Planning & Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director

EXHIBITS:

1. Award Letter
2. Award Requirements

EXPENDITURES REQUIRED: Up to \$63,500

AMOUNT BUDGETED: \$25,000 Budgeted
- 3,834 Administrative and Application costs
\$21,166 Match

APPROPRIATION REQUIRED: \$42,333 Grant Award

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Council previously discussed and approved to submit the application at the November 18, 2025 Council meeting. The Council held a required public hearing at the December 9, 2025 Council meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan requires updating every ten years and City staff have requested and the Council has voted to approve a resolution authorizing the City to submit an application for CDBG-PLNG funds to help fund the project. The City worked with a consultant to prepare and submit an application to the WI Department of Administration (DOA). A public hearing is a

required component of the application process and occurred on December 9, 2025. The CDBG-PLNG grant was awarded in February, 2026 by the WI DOA to help cover the costs of the plan update. The 2026 Comprehensive Plan update will ensure that the City's Comprehensive Plan is current and remains a useful plan to guide the community over the next ten years.

SUMMARY STATEMENT:

Council voted at the November 18, 2025 Council meeting to authorize staff to apply for a Community Development Block Grant for Planning (CDBG-PLNG) to help fund the 2026 Comprehensive Plan update. As part of the application process, a public hearing was held on December 9, 2025 to allow for citizen input. MSA Professional Services assisted the City with preparing the CDBG-PLNG application and was present to answer questions from Council and public at the Council meeting. The funding agency mandated the public hearing agenda and some agenda items did not apply to the project but were still addressed during the public hearing.

The Wisconsin Department of Administration (WiDOA) informed the Planning Department of the CDBG-PLNG grant award. Therefore, staff requests Council approval of the grant award. If the Council votes to approve the award staff will proceed with finalizing a Request for Proposals (RFP) for consultant services which is a required part of the procurement process for projects funded through the CDBG program. The City budgeted \$25,000 of funding to serve as a required match and to help cover grant administration costs. Once the City selects a consultant, staff would work with the consultant to begin the plan update process.



State of Wisconsin Department of Administration

Tony Evers, Governor
Kathy Blumenfeld, Secretary
David Pawlisch, Division Administrator

February 16, 2026

The Honorable Matthew MacKenzie, Mayor
City of Ashland
601 Main Street W.
Ashland, WI 54806

RE: City of Ashland 2026 Community Development Block Grant for Planning (CDBG-PLNG) Project Award and Pre-Agreement Requirements

Dear Mayor MacKenzie:

Thank you for your recent Community Development Block Grant Planning (CDBG-PLNG) project proposal to update the City of Ashland's Comprehensive Plan. On behalf of Governor Tony Evers and Secretary Kathy Blumenfeld, I am pleased to inform you that the Wisconsin Department of Administration (DOA) will award up to \$42,333 to the City of Ashland for this CDBG-PLNG project.

The U.S. Department of Housing and Urban Development (HUD) provides federal funding to states through the Community Development Block Grant (CDBG) program. Wisconsin uses this federal funding to provide affordable housing, suitable living environments, and expanded economic opportunities for persons with low and moderate incomes.

The DOA Division of Energy, Housing and Community Resources (DEHCR) has reviewed your grant application and confirmed that your CDBG Application and proposed project meet federal HUD regulations and program goals.

February 16, 2026
Page 2 of 3

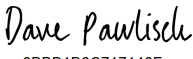
City of Ashland CDBG-PLNG 26-01
CDBG-PLNG Award Amount: \$42,333

Information regarding CDBG requirements and a list of documents that must be submitted to finalize the CDBG Grant Agreement are provided in the “CDBG-PLNG Award Requirements” document that accompanies this letter. The Grantee has **forty-five (45) days** from the date of this letter to sign and return the Acceptance of Award on page 3 of this letter and submit the pre-agreement items listed under the “Pre-Agreement Documents Submission” section of the “CDBG-PLNG Award Requirements” document.

After the Division receives these items, the Grantee will be contacted by a representative of the Division to further discuss the terms and conditions of your CDBG-PLNG award to help ensure the successful administration of this project under HUD guidelines. Certain compliance requirements must be met and the grant agreement must be executed **prior to** the start of planning activities for the project.

Again, congratulations and thank you for your efforts in helping our communities prosper and maintain a high quality of life for all Wisconsin residents.

Sincerely,

Signed by:

8BBB1B6C717146F...

David J. Pawlisch, Division Administrator
Division of Energy, Housing and Community Resources

Attachments: 8

cc: Senator Romaine Robert Quinn, Senate District #25, State of Wisconsin
Representative Angela Stroud, Assembly District #73, State of Wisconsin
Brant Kucera , City Administrator, City of Ashland
Denise Oliphant, City Clerk, City of Ashland
Brittney Mitchell, Team Leader- Funding, MSA Professional Services
Tamra Fabian, Director, Bureau of Community Development, DEHCR
Cindy Frankiewicz, Fiscal Section Chief, Program Services Bureau, DEHCR

February 16, 2026
Page 3 of 3

City of Ashland CDBG-PLNG 26-01
CDBG-PLNG Award Amount: \$42,333

Acceptance of Award

This award letter represents the Department of Administration – Division of Energy, Housing and Community Resources’ participation in the project. It can be accepted by signing below and returning this to the Division via email to the assigned DEHCR Project Representative listed at the end of this letter.

AUTHORITY TO SIGN DOCUMENT: The persons signing this Acceptance on behalf of the Grantee certify and attest that the Grantee’s respective Resolutions, and/or other related documents, give full and complete authority to bind the Grantee on whose behalf they are executing this document. The persons signing below also acknowledge that the specific provisions of this award letter are not binding upon the Division or Grantee and that the Division may withdraw this award at any point for any reason.

ACKNOWLEDGEMENT

City of Ashland

Signature of Chief Elected Official:

Date Signed:

Printed Name of Chief Elected Official:

Title of Chief Elected Official:

Signature of Clerk:

Date Signed:

Printed Name of Clerk:

Title of Clerk:



State of Wisconsin Department of Administration

Tony Evers, Governor

Kathy Blumenfeld, Secretary

David Pawlisch, Division Administrator

Community Development Block Grant Planning Award Requirements

February 16, 2026

City of Ashland CDBG-PLNG 26-01

I. CDBG REQUIREMENTS & PRE-AGREEMENT DOCUMENTS SUBMISSION

The State of Wisconsin [Department of Administration Division of Energy, Housing and Community Resources \(DEHCR\)](#) administers the State Community Development Block Grant (CDBG) Program. Specific procedures must be followed prior to undertaking CDBG activities. The Grantee must comply with applicable federal and state regulations and other grant requirements. Failure to comply with the regulations governing the federal [CDBG Program](#) and the State's [CDBG-PLNG Program](#) may result in this award being rescinded.

The grant award of up to \$42,333 represents 66.67% of the proposed project costs. Total costs for this project are estimated to be \$63,499. The Grantee must contribute Match Funds toward the total project costs in an amount that meets the match ratio of no less than \$1 Grantee Match funds for every \$2 CDBG funds expended for the project.

A. PROCUREMENT PROCESS

Regulations require each CDBG Grantee follow its local procurement policy and the Grantee must use procurement procedures that comply with federal, state, and local regulations for purchases and contracts funded in whole or in part with CDBG dollars. The Division cannot release CDBG funds for contracted materials and services that have been improperly procured.

The Grantee's procurement policy must be submitted to and reviewed by the Division prior to the Grantee receiving any funding. Procurement requirements and guidance are provided in *Chapter 3: Procurement & Contracting* on the [CDBG Implementation Handbook website](#). Competitive proposal (i.e., a request for proposals) is the procurement method most often used for professional

services, such as grant administration and planning. Grantees also have the option of using simplified acquisition, which is allowed for non-construction costs of \$100,000 or less. The specifications in the [Handbook](#) must be followed for the selected procurement method. Records verifying that the appropriate procurement procedures were followed and documented must be kept in the Grantee's CDBG project file.

B. ENVIRONMENTAL REQUIREMENTS

An Environmental Review (ER) and the affiliated actions must be completed for all CDBG projects. Many components of the standard ER process for construction projects are not applicable to CDBG-PLNG projects. However, certain documents are required and must be submitted and approved by the DEHCR Environmental Desk prior to the Grantee incurring planning costs. An Environmental Letter of Concurrence must be issued by the Division's Environmental Compliance Officer before the Grantee proceeds with planning activities. The environmental specifications are provided in *Chapter 4: Environmental Review* on the [CDBG Implementation Handbook website](#). If you require assistance with the Environmental Review, please contact the Environmental Desk at DOAEnvironmentalDesk@wisconsin.gov.

C. PROJECT ADMINISTRATOR TRAINING

All CDBG project administrators are required to attend implementation training sessions, as scheduled by the Division. Training information is posted on the [CDBG Training and Technical Assistance website](#).

D. SEMI-ANNUAL & ANNUAL REPORTING

Semi-annual and annual reporting for the CDBG project is required. The Grantee must submit the reports in accordance with *Chapter 9: Reporting* on the [CDBG Implementation Handbook website](#) and the CDBG Grant Agreement.

E. PRE-AGREEMENT DOCUMENTS SUBMISSION

All information provided in the CDBG Application is subject to further verification and review by the Division upon request. The Grant Agreement will be finalized, contingent upon the Division receiving the following:

1. The signed *Acceptance of Award* (*Acceptance* form provided on page 3 of the award letter).
2. A copy of the Grantee's procurement/purchasing related policy or policies (if multiple are applicable) with the local government's procedures and requirements for purchasing and contracting for services. [Note: The Grantee's procurement

- requirements and guidelines may be within a document with a different name, such as a purchasing policy or ordinance, or other financial management policy.]
3. A list of any professional services contracts executed (to date) between the Grantee and any third party firms for the CDBG project, if any contracts have been executed yet.
 4. A completed [Financial Management Contact Person form](#) (attached with this letter).
 5. A completed [Signature Certification form](#) (attached with this letter).
 6. A completed [W-9 Form](#) [Taxpayer Identification Number (TIN) Certification] (attached with this letter).
 7. A completed *DOA-6456 Authorization for Electronic Deposit* form (attached with this letter) and accompanying bank verification documentation (e.g., a letter from the bank on letterhead or a voided check for the account) as specified on the form. If submitting a voided check, it must be a check with the account holder name and account number pre-printed on the check (a ‘starter’ check will not be accepted). If the Grantee would like to receive a paper check instead of having CDBG funds deposited electronically, contact your assigned DEHCR Program Representative to obtain the appropriate form.
 8. A completed *DOA-6460 New Supplier Form* (attached with this letter).
 9. An email from the municipal clerk or treasurer verifying that the bank account that will be used for the CDBG-PLNG project is non-interest bearing as required; and stating whether it is a separate account to be used exclusively for the CDBG project funding deposits and disbursements (with no other State funds or other funds to be deposited into this account), or it is not a separate account and will not be used exclusively for the CDBG project deposits and disbursements, but it has a separate account register to track CDBG funding transactions separately from other funds in the account as required.
 10. A copy of the Grantee’s record on the federal [System for Award Management \(SAM\) website](#), which verifies the Grantee has an “active” registration status and assigned Unique Entity Identifier (UEI). If the Grantee does not currently have an “active” registration or the Grantee’s SAM registration has expired or will expire prior to the execution of the Grant Agreement, then the Grantee must register or re-activate the registration on SAM as applicable and provide a copy of the record showing the updated status to the Division.

Alerts Regarding [SAM.gov Registration](#):

- If the Grantee is not registered or has an inactive/expired registration in SAM, then the Division strongly advises the Grantee to complete the registration process or re-activation process (if applicable) immediately to avoid delays in executing the CDBG Grant Agreement. Some grantees have experienced significant delays in registration and re-activation in the past.
- Records generated from websites other than the official [SAM website](#) or emails from entities other than [SAM.gov](#) and the [Federal Service Desk](#) (which manages [SAM.gov help services](#)) will not be accepted. Third-party entities

have websites that display SAM information but are not the official [SAM website](#).

Third-party entities may offer services for a fee to municipalities to assist with registering on SAM. However, there is no fee or charge on SAM for registration. Municipalities and other entities may self-register on SAM without third-party assistance and registration on the system is FREE. Refer to the “HELP” section on SAM for guidance resources.

11. An updated CDBG project budget, reflecting the CDBG award and any changes to funding or projected costs, if applicable, using the *CDBG-PLNG Project Budget form* (attached with this letter). If there are no changes to the budget information that was submitted on the budget form with the CDBG Application, then this form is not required and you may indicate in the email submission of pre-agreement documents that there are no changes to the project budget.
12. An itemized, bullet-pointed list of all planning activities and project deliverables to be included in the Scope of Work in the CDBG Grant Agreement, based on the description of the project in the Grantee’s CDBG-PLNG Application.
13. An updated project timeline with the projected dates for the planning process start and completion, approval/adoption of the plan document by the governing body, and submission of the plan to the Division.
14. A completed [Service Area Demographic Profile Form](#) (attached with this letter). The total number of beneficiaries must equal the number of beneficiaries listed in the CDBG Application (Part 4) without any duplication of persons unless advised by your assigned DEHCR project representative that corrections to the beneficiary numbers reported in the CDBG Application are necessary. Estimate the demographic numbers for the service area beneficiaries using the most recently released U.S. Census American Community Survey (ACS) 5-Year Estimates data for the local government (which may involve calculations through applying percentages from the ACS population data for the Grantee’s community to the CDBG project beneficiary population number), or using the income survey data collected, if applicable. Grantees that conducted an income survey but did not collect race/ethnicity data for 100% of the residents in the service area may use the race/ethnicity data collected from other survey respondents or the U.S. Census ACS 5-Year Estimates data to estimate the race/ethnicity data for the entire beneficiary population on the Service Area Demographic Profile Form.
15. A completed Environmental Review (refer to *Chapter 4: Environmental Review* on the [CDBG Implementation Handbook website](#)).

Additional items may be requested from the Grantee prior to executing the Grant Agreement.

The Grant Agreement number that will be assigned to your project and is to be entered when completing the forms attached to this letter is **PLNG 26-01**.

Please respond with the documentation listed in this “Pre-Agreement Documents Submission” section within forty-five (45) days from the date of this document to the Division via email to your assigned DEHCR project representative listed at the end of this document.

F. SUBMISSIONS PRIOR TO DISBURSEMENT OF CDBG FUNDS

The following is required prior to the disbursement of any CDBG funds by the Division:

- CDBG Grant Agreement between the Division and the Grantee must be fully executed (i.e., signed by all parties).
- The Environmental Review Letter of Concurrence from the Division’s Environmental Compliance Officer must be issued.
- Copies of the competitive procurement solicitation (e.g., the Request for Proposals [RFP] document and the advertisement for the RFP, if the request for proposals procurement method was used) must be submitted to the Division.
- The executed contract between the Grantee and the contracted grant administrator and/or planner, if the Grantee has contracted with another party for grant administration and/or planning services, must be submitted to the Division.

Please contact your assigned DEHCR project representative if you have any questions or concerns. Congratulations on your grant award. We look forward to working with you to ensure successful completion of this CDBG-PLNG project.

G. DEHCR PROJECT REPRESENTATIVE

The assigned DEHCR Project Representative for the CDBG-PLNG project is listed below:

Amanda Knack, Grants Specialist- Advanced
Division of Energy, Housing and Community Resources
Bureau of Community Development
Amanda.Knack@wisconsin.gov
(608) 266-0148

Ref: 2026-028

**COUNCIL AGENDA:
10.A. (2/24/2026)**

SUBJECT: Consider to Accept Master Agreement for Professional Services for Technical Design Services from CBS Squared, Inc. for the 2027 11th Avenue East Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1. CBS Squared, Inc. Master Agreement and General Conditions for Professional Services
2. Agreement for Professional Services
3. FINAL - CBS Squared Master Agreement

EXPENDITURES REQUIRED:

\$ 63,000.00 - Fund 470 Street Improvements
\$ 46,700.00 - Fund 680 Water Utility
\$ 109,700.00 Total

AMOUNT BUDGETED: \$ 63,000.00 - Fund 470 Street Improvements- Local Road Improvement Funding
\$ 46,700.00 - Fund 680 Water Utility WI DNR SDWLP

APPROPRIATION REQUIRED: N/A

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

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51.26(b)6, Ashland City Ordinances, permits items for direct placement for Council action as the item had been previously presented and approved by Council as part of a budgeted purchase or project within the City's annual budget.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed construction project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The 11th Street East Reconstruction project consists of street reconstruction, storm sewer replacement, watermain replacement and partial sidewalk replacement between Ellis Avenue to Prentice Avenue. The project is partially funded by a \$450,000 grant from the State of Wisconsin Department of Transportation (WI DOT) Local Road Improvement Program (LRIP). The City plans to pursue Wisconsin Department of Natural Resources (WI DNR) funding via the Safe Drinking Water Loan program for the watermain replacement part of this project.

The City solicited proposals from qualified engineering firms and evaluated submissions from five different firms. CBS Squared, Inc. was the highest ranked firm, in part based on their efforts to familiarize themselves with the project, project area, and City staff prior to submitting a proposal. CBS Squared, Inc. has done work for the City in the past.

The total project cost is estimated to be approximately \$900,000 which includes construction, engineering and contingencies, and was included in the 2026 Capital Budget. The project is being managed by the City's Civil Engineer-Utilities personnel.

Public Works is requesting Council's approval of the agreement with CBS Squared, Inc. for adequate design and planning for the 2027 construction season. The total cost of the agreement is \$109,700. Staff is still negotiating some of the fine details of the proposal and could potentially present to Council a revised proposal before or at the Council meeting.

CBS Squared, Inc.
Master Agreement and General Conditions for Professional Services

This Master Agreement for Professional services is effective as of January 28th, 2026, between City of Ashland (Client) and CBS Squared, Inc. (Consultant).

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The General Conditions of this Agreement for Professional Services shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements (SLA) with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following may be attached to an SLA: Exhibit 1 for Hourly Payments, Exhibit 2 or 3 for Lump Sum Payments, and Exhibit 4 for Resident Project Representative Duties/Responsibilities. If attachments are needed, they will be provided with the SLA. Invoicing and payment will be per the Master Agreement.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements 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 Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The Supplemental Letter Agreement shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

General Conditions

Services of the Consultant

Consultant agrees to perform professional service as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic 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 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 service hereunder.

Schedule

Unless specific period of times 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 service. If Client has requested change in the scope, extent, or character of the Project or the service to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that the 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 its services in accordance with professional skill and care, then the Consultant shall be entitled to an equitable adjustment in schedule and compensation.

Additional Services

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 Basic 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. Additional service shall be billed in accordance with agreed upon rate, or if not addressed, then at Consultant's standard rates as set forth in the rate table.

Suspension and Termination

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 other for more than sixty (60) days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 day written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in the Agreement to reflect reasonable costs incurred by Consultant.

This Agreement may be terminated by either party upon seven day written notice should the other party fail substantially to perform in accordance with its term through no fault of the party initiating the termination.

This Agreement may be terminated by either party upon thirty (30) 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.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon thirty (30) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expense and equipment costs then due and all termination expenses. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

Client Responsibilities

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 land required for Consultant to perform its services.

The Client shall provide all legal, accounting, financial and insurance counseling and other special service as may be required for the Project, along with all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's service, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of sample environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, 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.

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.

Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect aid utilities as determined necessary 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 damage which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

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 service furnished by the Client is in error or is inadequate for its purpose.

Payment

Invoices

Undisputed portion of invoices are due and payable within 30 days or as stated on the invoice. Client must notify Consultant in writing of any disputed item 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 invoice 30 day past due. Consultant reserves the right to retain Instruments of Service 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 service or Instrument of Service until all invoices are paid in full. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoice in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agree to be bound by such venue.

If Owner and Engineer so agree, Owner may make payment of any invoice by electronic means, such as but not limited to wire transfer or ACH. Prior to making any such payment, Owner shall confirm the accuracy of the payment instructions, for example the bank and account number to which a wire transfer is to be sent, by verbally confirming the instructions with Engineer (or the payee if not Engineer) either in person or using a known-valid telephone number. If Owner fails to do so, Owner assumes the risk of any inaccuracy in the payment instructions. Engineer shall not be responsible for any claims or damages, direct, indirect, incidental, consequential, or otherwise, resulting from payment made using inaccurate payment instructions, when Owner has failed to comply with this provision.

Set-offs, backcharges, discounts.

Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

General Considerations

Standards for Performance

The standard of care for all professional engineering and related service performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by member of Consultant's profession practicing under similar circumstance 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 omission, nor for it mean, 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.

If requested in the scope of a Supplemental Letter Agreement, the Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinion of Probable Construction Cost provided for herein is to be made on the basis of Consultant's experience and qualification and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's method of determining price, or over competitive bidding or market condition, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional service and fee with Consultant.

Indemnification

Consultant is not a user, generator, handler, operator, arranger, store, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, sub-consultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to cost 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.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

Limitations on Consultant's Liability

The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and 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, omission, strict liability, breach of contract or breach of warranty shall not exceed fifty thousand dollars (\$50,000). 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 be modified to cover the additional liability costs to provide the Consulting Services.

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 and reputation and for 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.

It is intended by the parties to this Agreement that Consultant's service 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.

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 sub-section shall be null and void.

Dispute Resolution

Mediation

Any dispute between Client and Consultant arising out of or relating to this Agreement or service provided under this Agreement, (except for unpaid invoices which are governed as stated previously), shall be submitted to nonbinding 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.

Litigation – Choice of Venue and Jurisdiction

Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

Intellectual Property

Proprietary Information

All documents including reports, drawings, calculations, specifications, CADD 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") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.

Consultant shall retain all of its rights in its proprietary information including, without limitation, it methodologies and method of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience processed 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.

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 license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its sub-consultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instrument of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.

Records requests or request for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant' current rate schedule, or fee negotiations in advance of release of documents or files.

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' fee arising out of or resulting from reuse of Consultant documents without written consent.

CBS Squared, Inc.

Client: City of Ashland

By: _____

By: _____

Title: John Beckfield, Vice President

Title: _____

CBS Squared Inc.

Agreement for Professional Services

This agreement is effective as of February 13th, 2026, between the City of Ashland (Client) and CBS Squared, Inc. (Consultant).

In accordance with the Master Agreement dated January 28th, 2026, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described as follows:

SCOPE: The services to be provided by the Consultant for the Project will include the following:

The City of Ashland will be fully reconstructing 11th Street East from Ellis Avenue to Prentice Avenue. Work will include full replacement of the road section, replacement of sidewalk, storm sewer, curb and gutter, and water main. The project improvements shall be designed on a replacement-in-kind basis except for the possibility of an off-road multi-use path (depending on available right of way). Existing roadway widths, sidewalk locations, driveway sizes and locations, and other surface transportation features shall be replaced to match existing conditions unless modifications are expressly authorized in writing by the Owner. The bid package is to be given to the City by November of 2026, at which time permit applications will also be submitted. The advertisement timing will be determined at a later time but will allow for construction in 2027.

1. Topographic Survey
 - a. Call in locate ticket prior to survey
 - b. Topographic survey of project area
 - c. ROW verification
 - d. Structure Inventories
 - e. Creation of base files for design
2. Project Coordination
 - a. Kick off meeting with City (virtual).
 - b. Meeting and project coordination with school officials (virtual)
 - c. Private utility coordination
3. Roadway Design
 - a. Coordinate geotechnical borings & report (Fee is reimbursable, estimated \$7,500)
 - b. Design road section based off estimated traffic counts and geotechnical results using WisPAVE
 - c. Evaluation of RRFB and design
 - d. Evaluation and design of an 8-10' bike path or use of sharrows
 - e. Add pedestrian ramp at 11th Street and 3rd Avenue
 - f. 30% and 90% design plans and review meeting
 - g. If assessments are approved by the City, the City will be responsible for all quantities and reports.

4. Utility Design
 - a. Design of water main and storm sewer in accordance with City Standards, WisDOT standards, and DNR requirements.
 - b. Permitting for water main replacement and DNR stormwater
 - c. 30% and 90% design plans and review meeting
5. Bid package
 - a. Final package will include plans, specifications, and cost estimate.
 - b. City will have access to electronic bidding documents and CAD files.
6. Bidding Administration
 - a. The City will be responsible for the advertisement for bids, uploading documents to Quest, and leading the bid opening.
 - b. Answer questions during bidding
 - c. Provide addendum(s) as necessary
 - d. Attend virtual bid opening
 - e. Evaluate bids and provide recommendation of award
 - f. Provide final contract documents
7. Construction services may be added via amendment if needed.

CBS Squared Project ID: ASHLA 25004

PAYMENT:

The payment method, basis, frequency and other special conditions are set forth below:

The Project will be invoiced on a **time and materials basis.**

Estimated Engineering Costs

Phase	Labor, Expenses, Equipment
Topographic Survey	\$16,400
Roadway Design	\$53,600
Utility Design	\$37,300
Bidding Administration	\$2,400
TOTAL	\$109,700

Reimbursables:

- Geotechnical report - \$7,500 (estimated)
- DNR fees - \$500 (estimated)

If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Consultant.

The Client will be invoiced per the attached Rate Table for personnel. The Rate Table will be updated annually to reflect current Consultant billing rates. Monthly charges for services shall be based on Consultant's Rate Table for personnel for applicable employees plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed.

Expenses

Expenses will be invoiced based on the attached rates and mileage per the current federal mileage rate. The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Total station and GPS equipment.
3. Lodging and meal expenses 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 specific delivery services.
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, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

Remittance Address for Checks:

770 Technology Way, Ste 1A
Chippewa Falls, WI, 54729

Email for ACH Invoice Remittance:

accountsreceivable@cbssquaredinc.com

Equipment Utilization

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

AGREEMENT SUMMARY: This Supplemental Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or

written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (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, within fifteen (15) calendar days of notification by either party.

This contract is between the following representatives:

CONSULTANT'S REPRESENTATIVE	CLIENT'S REPRESENTATIVE
Tyler Hastings	Madison Krzciok
770 Technology Way, Suite 1A	2020 6 th Street East
Chippewa Falls, WI 54729	Ashland, WI 54806
715.505.8633	715.209.7645
thastings@cbssquaredinc.com	mkrzciok@coawi.com

Approved by CBS Squared Inc.

DocuSigned by:
Name: John Beckfield
John Beckfield, Vice President

Title: vice President

Approved by City of Ashland

Name: _____
John Butler, Public Works Director

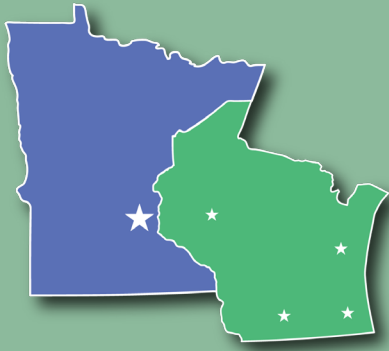
Title: _____

Attachments:

EMPLOYEE RATE TABLE 2026

EXPENSE RATE TABLE 2026

Location Map w/Survey Limits



615 First Avenue, NE, Suite 415
Minneapolis, MN 55413



info@cbssquaredinc.com

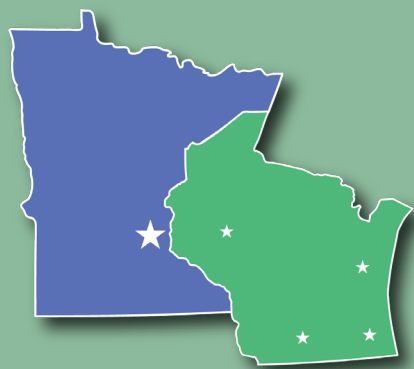


715.861.5226

EMPLOYEE RATE TABLE 2026

EMPLOYEE TYPE		RATE
ARCHITECTURE	Senior Architectural Project Manager	\$ 208. ⁰⁰
	Senior Architectural Design Leader	\$ 169. ⁰⁰
	Architectural Designer	\$ 155. ⁰⁰
	Senior Architectural Technician	\$ 132. ⁰⁰
	Architectural Technician	\$ 105. ⁰⁰
CONSTRUCTION	Senior Construction Project Manager	\$ 204. ⁰⁰
	Construction Project Manager	\$ 187. ⁰⁰
	Senior Construction Project Leader	\$ 177. ⁰⁰
	Construction Project Leader	\$ 150. ⁰⁰
	Senior Construction Technician	\$ 167. ⁰⁰
	Construction Engineer	\$ 137. ⁰⁰
	Construction Technician	\$ 116. ⁰⁰
	Field Assistant	\$ 105. ⁰⁰
DESIGN	Senior Design Leader	\$ 194. ⁰⁰
	Design Leader	\$ 172. ⁰⁰
	Senior Design Technician	\$ 137. ⁰⁰
	Design Engineer	\$ 137. ⁰⁰
	Design Technician	\$ 120. ⁰⁰
	Engineering Technician	\$ 116. ⁰⁰
MUNICIPAL	Senior Municipal Project Manager I	\$ 250. ⁰⁰
	Senior GIS Project Manager	\$ 231. ⁰⁰
	Senior Municipal Project Manager II	\$ 204. ⁰⁰
	Municipal Project Manager	\$ 187. ⁰⁰
SURVEY	Senior Survey Project Manager	\$ 245. ⁰⁰
	Senior Professional Land Surveyor	\$ 197. ⁰⁰
	Senior Plat Specialist	\$ 148. ⁰⁰
	Senior Survey Specialist	\$ 149. ⁰⁰
	Professional Land Surveyor	\$ 140. ⁰⁰
	Plat Specialist	\$ 125. ⁰⁰
	Survey Specialist	\$ 125. ⁰⁰
	Survey Technician	\$ 116. ⁰⁰
STRUCTURAL	Senior Structural Project Manager	\$ 250. ⁰⁰
	Structural Project Manager	\$ 190. ⁰⁰
	Structural Design Leader	\$ 179. ⁰⁰
	Structural Design Engineer	\$ 137. ⁰⁰
TRAFFIC	Senior Traffic Project Manager	\$ 243. ⁰⁰
	Traffic Project Manager	\$ 204. ⁰⁰
	Senior Traffic Engineer	\$ 153. ⁰⁰
	Traffic Engineer	\$ 142. ⁰⁰
TRANSPORTATION	Senior Transportation Project Manager	\$ 246. ⁰⁰
	Transportation Project Manager	\$ 194. ⁰⁰
ADMINISTRATION	IT Manager	\$ 187. ⁰⁰
	Senior Administrative Leader	\$ 168. ⁰⁰
	Senior CAD Leader	\$ 165. ⁰⁰
	Administrative Leader	\$ 149. ⁰⁰
	Senior Administrative Specialist	\$ 134. ⁰⁰
	Administrative Specialist	\$ 110. ⁰⁰
	Student Engineer/Intern	\$ 105. ⁰⁰
Meals, Per Diem, Mileage		GSA

Note: All rates based on Fiscal Year 2026



615 First Avenue, NE, Suite 415
Minneapolis, MN 55413



info@cbssquaredinc.com



715.861.5226

EXPENSE RATE TABLE 2026

SCHEDULE OF DIRECT COST ITEMS

ITEMS	COST
Employee Vehicle Mileage	Current Federal Rate
Company Vehicle Mileage	Current Federal Rate
Overnight per diem (lodging and first day meals)	Current Federal Rate
Overnight per diem (lodging and meals)	Current Federal Rate
Overnight per diem (last day meals)	Current Federal Rate
Breakfast	Current Federal Rate
Lunch	Current Federal Rate
Dinner	Current Federal Rate
GPS Equipment	\$15 per hour
Geodimeter/Total Station equipment	\$15 per hour
Postage/Shipping	Current cost of First-Class Mail Postage
Copies/reproduction	Actual cost of reproduction if done externally
Research and Data Base Reports & access fees	Actual cost
Historic maps, research, aerials, & photographs	Actual cost
Plat Recording fees	Actual cost
ATV rental	\$100 per day
Boat rental	\$100 per day

Note: All rates based on Fiscal Year 2026

Full Reconstruction

Begin and End Project Limits:
West end we are stopping at the radius - Ellis was just redone last year. East end will need to go throught the intersection to all radius points plus 20 feet.

- Survey Scope:
- o Set control points & bms
 - o Utility survey.
 - o Full topo/dtm survey. From R/W to R/W with one shot past R/W on both sides.
 - o Storm and sanitary inventories.
 - o Plat block corners.



CBS Squared, Inc.
Master Agreement and General Conditions for Professional Services

This Master Agreement for Professional services is effective as of January 28th, 2026, between City of Ashland (Client) and CBS Squared, Inc. (Consultant).

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The General Conditions of this Agreement for Professional Services shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements (SLA) with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following may be attached to an SLA: Exhibit 1 for Hourly Payments, Exhibit 2 or 3 for Lump Sum Payments, and Exhibit 4 for Resident Project Representative Duties/Responsibilities. If attachments are needed, they will be provided with the SLA. Invoicing and payment will be per the Master Agreement.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements 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 Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The Supplemental Letter Agreement shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

General Conditions

Services of the Consultant

Consultant agrees to perform professional service as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic 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 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 service hereunder.

Schedule

Unless specific period of times 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 service. If Client has requested change in the scope, extent, or character of the Project or the service to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that the 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 its services in accordance with professional skill and care, then the Consultant shall be entitled to an equitable adjustment in schedule and compensation.

Additional Services

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 Basic 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. Additional service shall be billed in accordance with agreed upon rate, or if not addressed, then at Consultant's standard rates as set forth in the rate table.

Suspension and Termination

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 other for more than sixty (60) days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 day written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in the Agreement to reflect reasonable costs incurred by Consultant.

This Agreement may be terminated by either party upon seven day written notice should the other party fail substantially to perform in accordance with its term through no fault of the party initiating the termination.

This Agreement may be terminated by either party upon thirty (30) 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.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon thirty (30) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expense and equipment costs then due and all termination expenses. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Agreement is terminated without cause by the Consultant, the Consultant shall only be compensated for services performed prior to the termination date and Client shall be entitled to payment for any reasonable expenses directly attributable to the Consultant's termination.

Client Responsibilities

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 land required for Consultant to perform its services.

The Client shall provide all legal, accounting, financial and insurance counseling and other special service as may be required for the Project, along with all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's service, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of sample environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, 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.

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.

Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect aid utilities as determined necessary 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 damage which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

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 service furnished by the Client is in error or is inadequate for its purpose.

Payment

Invoices

Undisputed portion of invoices are due and payable within 30 days or as stated on the invoice. Client must notify Consultant in writing of any disputed item 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 invoice 30 day past due. Consultant reserves the right to retain Instruments of Service 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 service or Instrument of Service until all invoices are paid in full. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoice in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agree to be bound by such venue.

If Owner and Engineer so agree, Owner may make payment of any invoice by electronic means, such as but not limited to wire transfer or ACH. Prior to making any such payment, Owner shall confirm the accuracy of the payment instructions, for example the bank and account number to which a wire transfer is to be sent, by verbally confirming the instructions with Engineer (or the payee if not Engineer) either in person or using a known-valid telephone number. If Owner fails to do so, Owner

assumes the risk of any inaccuracy in the payment instructions. Engineer shall not be responsible for any claims or damages, direct, indirect, incidental, consequential, or otherwise, resulting from payment made using inaccurate payment instructions, when Owner has failed to comply with this provision.

Set-offs, backcharges, discounts.

Payment of invoices shall not be subject to any discounts, set-offs, or backcharges by the Client unless agreed to in writing by the Consultant. The Client shall have thirty (30) days from receipt of an invoice to dispute any portion of the invoice by providing written notice to the Consultant specifying the basis for the dispute. Any undisputed portion of an invoice shall remain due and payable in accordance with this Agreement.

General Considerations

Standards for Performance

The standard of care for all professional engineering and related service performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by member of Consultant's profession practicing under similar circumstance 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 omission, 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.

If requested in the scope of a Supplemental Letter Agreement, the Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinion of Probable Construction Cost provided for herein is to be made on the basis of Consultant's experience and qualification and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's method of determining price, or over competitive bidding or market condition, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional service and fee with Consultant.

Indemnification

Consultant is not a user, generator, handler, operator, arranger, store, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, sub-consultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to cost 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.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

Similarly, the parties expressly agree that the Client has no duty to defend the Consultant from and against any claims, causes of action or proceedings or any kind.

Limitations on Consultant's Liability

The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and 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, omission, strict liability, breach of contract or breach of warranty shall not exceed two hundred and fifty thousand dollars (\$250,000). 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 be modified to cover the additional liability costs to provide the Consulting Services.

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 and reputation and for 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.

It is intended by the parties to this Agreement that Consultant's service 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.

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 sub-section shall be null and void.

Dispute Resolution

Mediation

Any dispute between Client and Consultant arising out of or relating to this Agreement or service provided under this Agreement, (except for unpaid invoices which are governed as stated previously), shall be submitted to nonbinding 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.

Litigation – Choice of Venue and Jurisdiction

Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

Intellectual Property

Proprietary Information

All documents including reports, drawings, calculations, specifications, CADD 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") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.

Consultant shall retain all of its rights in its proprietary information including, without limitation, it methodologies and method of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience processed 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.

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 license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its sub-consultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instrument of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.

Records requests or request for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule, or fee negotiations in advance of release of documents or files.

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' fee arising out of or resulting from reuse of Consultant documents without written consent.

CBS Squared, Inc.

By: _____

Title: John Beckfield, Vice President

Client: City of Ashland

By: _____

Title: Brant Kucera, City Administrator

By: _____

Title: Denise Oliphant, City Clerk

By: _____

Title: Jacey Dean, Treasurer/Comptroller

Ref: 2026-029

**COUNCIL AGENDA:
10.B. (2/24/2026)**

SUBJECT: Approve to Appropriate Funds from Tax Incremental District (TID) 11, and Approve a Resolution to Approve the Purchase of Property, Parcel No. 201-01538-0000, Consisting of Lots 1 and 2 Less Right-of-Way and Lots 3 through 8 East of Right-of-Way, Block 100 Ellis Division, Section 33, Township 44N Range 4 West, in the City of Ashland, Ashland County, Wisconsin, Zoned City Center (CC) from Joshua James Clark (*Public Works, Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
Public Works Director
Plan Commission

EXHIBITS: 1. Proposed Resolution No. 17869
2. Plan Commission Staff Report - February 17, 2026

EXPENDITURES REQUIRED: \$14,000

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: \$14,000 — Tax Increment District 11

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: The Plan Commission voted to recommend approval at the February 17, 2026 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan calls for environmental sustainability in Ashland (pg. 18). Within the

environmental sustainability goal there are several objectives to support the goal. These objectives include protecting “Lake Superior and continuing efforts to physically and civically connect Ashland with the lake.” The objectives state that the City and community “will not take any actions that fail to both protect and enhance the ecological state of Lake Superior.” The current snow storage location is located close to Bay City Creek and contributes salt and other contamination via the creek to Lake Superior.

The Future Land Use Map of the Comprehensive Plan includes one or more future land use recommendations for all parcels in the City. The subject parcel is located within the overlap of multiple land use zones on the Future Land Use Map. None of the future land use categories in the Future Land Use Plan specifically mention snow storage. However, the land in question is undeveloped and vacant and snow storage does not conflict with the recommended future land uses for the area. There is a need to accommodate required municipal services within the City.

The waterfront protection zone and conservation buffer on the Future Land Use Map recommend protecting these areas from development for the foreseeable future. This will encourage development that will be integrated with the existing built fabric. The subject parcel is located at the overlap of these zones and staff are of the opinion that City ownership of it and prevention of new development on it and the adjacent parcels are consistent with the Future Land Use recommendations.

The proposed land acquisition of Parcel # 201-01538-0000 does not conflict with the Future Land Use Map, and it supports some principles and goals of the Comprehensive Plan. 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 platted undeveloped parcels and rights of way to shift over to other land uses in the near future. Staff is of the opinion that the purchase of parcel 201-01538-0000 for the snow storage site as requested does not conflict with the City’s Comprehensive Plan goals.

The land transfer involves the City purchasing the vacant parcel from the current property owner. The City would then implement best management practices and use this and the current vacant City-owned parcels as a larger snow storage site.

SUMMARY STATEMENT:

The Public Works Department used two snow storage sites in the past; one located near the former Stuntz Avenue Fire Station and the other at the former Roffers site. As the Roffers site is now privately owned and under redevelopment as an apartment complex, Public Works discontinued use of that site in Winter 2024-2025. Currently, the site at the Stuntz Fire Station is the only snow storage site, with the source of the snow being that removed from the downtown district.

The Stuntz Avenue Fire Station site is located very close to Bay City Creek and contributes to salt and other contaminants entering the creek during snow melts. As a result, Public Works has identified an expanded snow storage site south of Main Street East between the vacant 9th and 10th Avenue East rights-of-way. This area would be access off 3rd St E, as is done currently.

This area had been previously identified by the City as a preferred location for a snow dump in the late 1990s following evaluation of other locations, including near Hodgkins Park and the Kreher Park Superfund site. The positive aspects of the Stuntz Avenue location are proximity to the downtown snow removal district, the presence of a stormwater detention/treatment pond, and available land area. The City has previously purchased land in this area to support an improved snow dump site and now owns several parcels immediately adjacent to the subject property.

Staff decided to ask the property owner if he was open to selling the parcel to the City for the \$14,000 price that the Assessor provided as a fair market value. The property owner answered that he was open to selling the parcel for \$14,000. The City Attorney's office and Public Works staff made an offer which the owner accepted. The City has an accepted offer contingent on Plan Commission review and City Council approval. If the Council approves the land purchase as recommended, staff will finalize and complete the land purchase. The Plan Commission reviewed and voted to recommend approval of the land purchase at the February 17, 2026 Plan Commission meeting. Please see the included Plan Commission staff report and resolution for more information.

The City secured grant funding for the design and implementation of improvements at the Stuntz Avenue Fire Station to mitigate the impact of snow storage site on Bay City Creek. The grant has limited funds available and also requires other items of work to be delivered. As a result, the Public Works Director is requesting approval to use funds from Tax Increment District 11 for the land purchase to allow more of the grant funds to be used for the snow dump improvements and other items of work in the grant.

RESOLUTION No. 17869

RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY, PARCEL No. 201-01538-0000, CONSISTING OF LOTS 1 AND 2 LESS RIGHT-OF-WAY AND LOTS 3 THROUGH 8 EAST OF RIGHT-OF-WAY, BLOCK 100, ELLIS DIVISION, SECTION 33 TOWNSHIP 48 N RANGE 4 WEST, IN THE CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN, ZONED CITY CENTER (CC) FROM JOSHUA JAMES CLARK.

WHEREAS, the City of Ashland has submitted an offer to purchase Parcel No. 201-01538-0000 for the purpose of using this and the City's adjacent properties for snow storage; and,

WHEREAS, the Plan Commission held a Public Hearing on Tuesday, February 17, 2026 and has voted to recommend approval of the Land Acquisition; and,

WHEREAS, owner Joshua James Clark has accepted the City's purchase offer; and

WHEREAS, the portion of land requested for transfer is approximately 15,638.04 square feet (0.359 acres) in size.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland hereby directs that the City purchase Parcel No. 201-01538-0000 contingent upon the following:

- Purchase price of Parcel No. 201-01538-0000 shall be \$14,000 per discussions with the owner and accepted offer.
- Upon Council approval, the property closing shall be finalized by City staff and the City Attorney.
- City staff explore and implement Best Management Practices at the site as appropriate for snow storage purposes.

PASSED: February 24, 2026

Charles Ortman, Council President

ATTEST:

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 – February 17th, 2026

Agenda Item # 6a: **Public Hearing: Review and approval of City Land Acquisition of vacant Parcel # 201-01538-0000 to be purchased from Joshua James Clark**

Zoning District: City Center (CC) District

Property Address: Vacant – No Address Number

Parcel #: Parcel # 201-01538-0000

Applicant: City of Ashland Public Works Department

Staff Contact: Public Works Director John Butler and Utility Engineer Madison Krzciok

Background

The City of Ashland owns some vacant land south of Main Street and between the vacant 9th Avenue East and 10th Avenue East rights-of-way. The City is relocating the snow storage site from the former Roffers site on Beaser Avenue due to the transfer of the Roffers site to developer Vision, Inc. Since the apartment complex is under construction on the former Roffers site snow storage there is no longer possible. The other snow storage location is located too close to Bay City Creek and contributes to contaminants entering the creek. The City began looking at alternative snow storage sites and determined that the purchase of the subject parcel would allow for a site that meets the City's needs. Public Works and Planning staff discussed the possible acquisition of parcel # 201-01538-0000. Staff were supportive of the proposed land acquisition and decided to contact the City Assessor to obtain an estimate of the fair market value of the site. The Assessor informed the Planning Director via email on August 5th, 2025 that he would estimate the market value for the parcel at \$14,000 factoring in the size and odd shape. The Public Works Director reached out to the property owner and asked if the owner would sell the property for \$14,000. Joshua James Clark is the owner of vacant parcel # 201-01538-0000 and has responded that he is willing to sell the parcel to the City for \$14,000.

Planning staff explained that Municipal Code Section 478.10 addresses land acquisition by the City. The City made an offer to purchase the property to the property owner. The owner accepted the offer which is contingent on Plan Commission and City Council review and Council approval. Staff is placing the item on the February 17th, 2026 Plan Commission agenda for review. Staff has discussed the proposed land acquisition with the Mayor who has decided to hold a Public Hearing at Plan Commission on this item. The subject parcel is triangular shaped and approximately 0.359 acres (15,638.04 square feet) in area. It is located among parcels currently owned by the City of Ashland. It is City Center (CC) zoned.

Existing Land Use	Zoning
Vacant: Undeveloped land	City Center (CC)

Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Vacant: Undeveloped land	City Center (CC) with Bay City Creek Overlay (BCC-O) and Floodway Overlay (F-O)
South	Vacant: Undeveloped land	City Center (CC)
East	Vacant: Undeveloped land	City Center (CC) with Bay City Creek Overlay (BCC-O) and Floodway Overlay (F-O)
West	Vacant: Undeveloped land, Single-family Residential	City Center (CC)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Downtown Core and Commercial Districts, Conservation Buffer, and Waterfront Protection Zone



Above is an aerial image from Public Works showing the parcel the City would like to acquire in red, the desired overall snow storage area in purple, and the current snow storage location in green.

Public Works has explained that the purpose of the land acquisition is to create a suitable amount of land under the City's ownership to use as the current snow storage. Public Works brings snow removed from the downtown and the City parking lots to the current site (outlined in green in the image above). There is a need to relocate the snow storage because the current location is not very large and is too close to Bay City Creek. Due to the lack of space, snow ends up being pushed into the creek and the salt/road debris that is in the snow ends up in the creek. The proposed relocation of the snow storage would allow Public Works some space away from the creek and to put in some best management practices to be determined to collect some of the salt/road debris before it ends up in the creek.

Review Criteria for Offer to Purchase and Sale of Land:

The following decision criteria were used to review the submitted land acquisition proposal:

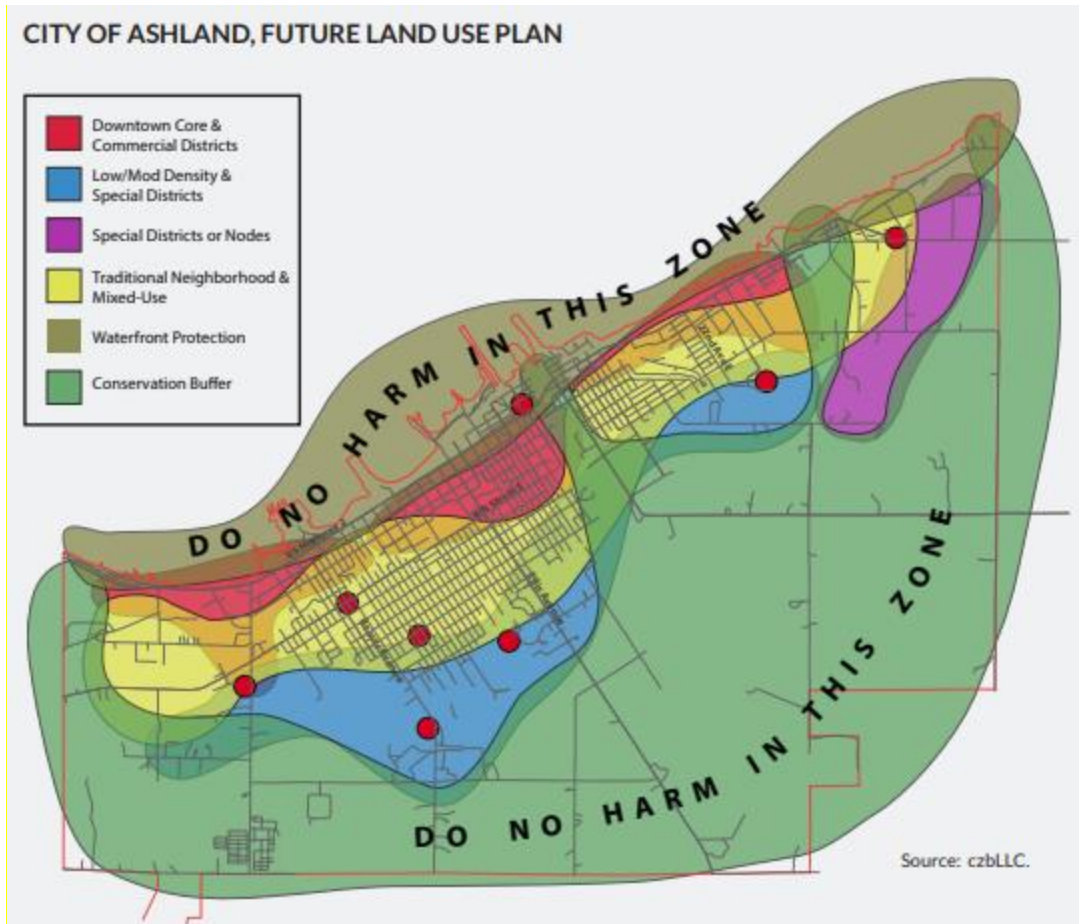
1. Consistency with Comprehensive Plan.

The Comprehensive Plan calls for environmental sustainability in Ashland (pg. 18). Within the environmental sustainability goal there are several objectives to support the goal. These objectives include protecting "Lake Superior and continuing efforts to physically and civically connect Ashland with the lake." The objectives state that the City and community "will not take any actions that fail to both protect and enhance the ecological state of Lake Superior." The current snow storage location is located close to Bay City Creek and contributes salt and other contamination via the creek to Lake Superior.

The Future Land Use Map of the Comprehensive Plan includes one or more future land use recommendations for all parcels in the City. The subject parcel is located within the overlap of multiple land use zones on the Future Land Use Map. None of the future land use categories in the Future Land Use Plan specifically mention snow storage. However, the land in question is undeveloped and vacant and snow storage does not conflict with the recommended future land uses for the area. There is a need to accommodate required municipal services within the City.

The waterfront protection zone and conservation buffer on the Future Land Use Map recommend protecting these areas from development for the foreseeable future. This will encourage development that will be integrated with the existing built fabric. The subject parcel is located at the overlap of these zones and staff are of the opinion that City ownership of it and prevention of new development on it and the adjacent parcels are consistent with the Future Land Use recommendations.

The proposed land acquisition of Parcel # 201-01538-0000 does not conflict with the Future Land Use Map, and it supports some principles and goals of the Comprehensive Plan. 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 platted undeveloped parcels and rights of way to shift over to other land uses in the near future. Staff is of the opinion that the purchase of parcel 201-01538-0000 for the snow storage site as requested does not conflict with the City's Comprehensive Plan goals.



The land transfer involves the City purchasing the vacant parcel from the current property owner. The City would then implement best management practices and use this and the current vacant City-owned parcels as a larger snow storage site.

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

A. Zoning District: City Center (CC)

The purchase of parcel # 201-01538-0000 will not impact consistency with standards for the CC district. Government uses are permitted within the CC district. The proposed use as a snow storage site and shifting of the current snow storage site away from Bay City Creek is consistent with the intent of UDO part 1.4 (Integration of Principles of Sustainability). Specifically, the proposal is consistent with Principle 3 which is to Reduce dependence on activities that harm life-sustaining eco-systems. By moving the snow storage away from the creek, fewer contaminants will end up in the creek. This will help mitigate the potential impacts salt and other contaminants have on the water quality and natural habitats. The UDO's Principles of Sustainability intend to reduce the harm human activities have on eco-systems.

B. Compatibility of Proposed Development with Existing Development

The land requested for transfer by the applicant is currently vacant with no development plans proposed. By itself the subject parcel has no street access and limited desirability as a

development site. The City already owns the remaining parcels on the block. Due to this, City staff are supportive of acquiring the parcel for municipal use.

3. Consideration of Highest and Best Use:

Considering all factors as listed above, staff sees the use of the subject site for municipal snow storage as likely the highest and best use. The site is currently platted but undeveloped and lacking street access. It is among several other City-owned undeveloped parcels. It is a few parcels away from Main Street and set back from Main Street. Staff does not anticipate the parcel increasing in suitability for other uses unless a developer could acquire the subject parcel and other parcels on the block. Additionally, street and driveway access along with utilities would be required. According to City records no water or sanitary sewer is available in the vicinity around the site which further restricts the site's desirability.

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

- a. Public Works staff explained that they would implement best management practices to manage the water and contaminants onsite. Planning staff is supportive of this and recommends doing so.

Review Recommendation

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

- Purchase price of parcel # 201-01538-0000 shall be \$14,000 per discussions with the owner and accepted offer.
- Upon Council approval, the property closing shall be finalized by City Staff and the City Attorney.
- City staff to explore and implement Best Management Practices at the site as appropriate for snow storage purposes.

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. A public hearing notice was issued on February 12th, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed land purchase.

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.