



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, March 10, 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 24, 2026 City Council and Committee of the Whole Meeting Minutes**

4. CITIZEN PARTICIPATION PERIOD (Each Speaker is limited to 3 minutes/15 minute limit total)

5. MAYOR'S REPORT

- A. **Announcements**

6. ADMINISTRATOR'S REPORT

- A. **Update from Events Director Jennifer Fanucci**

7. CONSENT AGENDA

- A. **Miscellaneous Minutes**
- B. **Planning Dept Reports of Permits & Property Maintenance**

8. OLD BUSINESS

- A. **Consider a Resolution Providing for the Sale of Approximately \$2,740,000 General Obligation Promissory Notes, Series 2026A (Finance) Roll**

- B. **Consider a Resolution Providing for the Sale of Approximately \$2,825,000 Taxable General Obligation Promissory Notes Series 2026B**
(Administration) Roll
- C. **Accept a Bid from Jake's Excavating & Landscaping, LLC and Award a Contract for the 2026 Prentice Phase II Watermain Replacement Project**
(Public Works) Roll
- D. **Accept a Proposal for City of Ashland Kreher Park Boat Launch Contract Administration and Construction Observation Services from SmithGroup for the 2026 Kreher Park Boat Launch Project** *(Public Works)* Roll
- E. **Approve to Appropriate \$119,308 from the General Fund, and \$38,100 from Special Revenue-Breakwall Maintenance Fund for Construction Contingency the 2026 Kreher Park Boat Launch Project** *(Public Works)* Roll

9. NEW BUSINESS

- A. **Consider Increasing the Downtown Facade Grant Award for Applicant Tim Pavlish, 417B Main Street West, Ashland from \$11,517.45 to \$16,043.07**
(Administration) Roll
- B. **Enter into an Updated Professional Services Agreement between the City of Ashland and EPLEX, LLC (DBA E-Plan Exam, LLC) as the Delegated Agent with the Wisconsin DSPS for Plan Review Services** *(Planning & Development)* Roll
- C. **Approve an Ordinance to Amend Chapter 165 (2021-1945) Comprehensive Fee Schedule, Ashland City Ordinances, to Update Fees Associated with Plan Review Services** *(Planning & Development)* Roll

10. CLOSED SESSION - Council may reconvene in Open Session to take action on any item discussed during Closed Session.

- A. **Pursuant to WI Stat. 19.85(1)((e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session** *(IAFF Local 875-AFD Union Agreement)*
- B. **Return to Open Session**
- C. **Report of Action Taken during Closed Session**

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 24, 2026 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, February 24, 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, Peter Levi, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Sztynдор

ABSENT: Shawn Brede (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Steven Wiley, Finance Director Julie Vaillancourt, Treasurer Jacey Dean, Parks Director Catlyn Nowicki, Economic Development Director Haley Makela, Fire Captain Matt Spangler, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **February 10, 2026 City Council and Committee of the Whole Meeting Minutes**

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

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

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

Those who spoke against the sale of City water to Enbridge included Elise Kehle, Dillon Defoe, Soren Benecke, Bailey Kroll, Em Cardens, Shae Schachmeyer, Denise Bosak, and Joe Nathan Kingfisher. Other comments included the following:

Soren Benecke spoke to the federal immigration agents in the area.

Erin Cutler voiced support of the water intake completion, sale of City water to Enbridge, and local

law enforcement support of legal warrant executions by ICE.

Bailey Kroll spoke against sidewalk special assessments and against ICE support by law enforcement.

Em Cardens included a comment regarding poor snow clearing and inquired of the Ashland Police Department's policy regarding working with ICE officials.

Liz Arbuckle invited conversation regarding the rumors of the City selling water to Enbridge, and spoke of a forum held in Bad River regarding ICE.

Tony Justich spoke to the proposed food truck ordinance amendments.

5. MAYOR'S REPORT

A. Announcements

Mac Kenzie offered no announcements at this time.

6. ADMINISTRATOR'S REPORT

Kucera introduced Haley Makela as the City's new Economic Development Director. He also spoke in support of the proposed sidewalk special assessments.

A. Event Director Report

This item was postponed to the next Council agenda as final numbers were not available.

7. CONSENT AGENDA

A. Miscellaneous Minutes

A motion by Ortman, seconded by Sztynдор to approve the Consent Agenda, passed unanimously by voice vote.

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

Josh Low of Ehlers Inc offered a presentation to Council. No formal action was taken at this time.

Mac Kenzie recommended a short break at 7:11 p.m.

Council reconvened at 7:18 p.m.

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
A motion by Ortman and seconded by Gregoire to approve the preliminary resolution was passed 5-1 by roll call vote; Seefeldt opposed.
File #17867
- 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
A motion by Ortman, seconded by Gregoire to approve the preliminary resolution, passed 5-1 by roll call vote; Seefeldt opposed.
File #17868
- C. **Approve to Accept a Professional Services Proposal from Cloudpoint Geospatial to Provide Geographic Information Systems Services** (*Public Works*) Roll
A motion by Ortman, seconded by Gregoire to approve passed unanimously by roll call vote.
- 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
A motion by Szyndor, seconded by Goyke to approve the ordinance passed unanimously by roll call vote.
File #2026-2029
- 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
A motion by Szyndor, seconded by Gregoire to approve the ordinance passed unanimously by roll call vote.
File #2026-2030
- 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
A motion by Ortman, seconded by Gregoire to approve the ordinance. After discussion, Szyndor moved, seconded by Goyke to postpone the item to the next Committee of the Whole meeting. This motion carried unanimously by voice vote.
- G. **Approve to Amend Chapter 889 (2022-1963) Mobile Food Establishments, Concessions and Food Vendors, Ashland City Ordinances** (*City Clerk*) Roll
Goyke moved, seconded by Szyndor to postpone the item to the next Committee of the Whole meeting. This motion carried unanimously by voice vote.
- 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
A motion by Ortman, seconded by Goyke to approve the purchase for \$28,767.01, passed unanimously by roll call vote.
- 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
A motion by Ortman, seconded by Szyndor to approve passed unanimously by roll call vote.

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
A motion by Ortman, seconded by Sztynodor to approve the agreements for \$109,700, passed unanimously by roll call vote.
- 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
A motion by Ortman, seconded by Sztynodor to approve appropriate \$14,000 from TID 11 and approve the resolution, passed unanimously by roll call vote.
File #17869

11. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, February 24, 2026 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, February 24, 2026 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 8:12 PM.

1. **Roll Call**

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

ABSENT: Shawn Brede (Excused)

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

2. **Approval of Agenda**

Mac Kenzie asked to remove item 4A. After conversation, it was determined to allow the item to remain on the agenda. A motion by Sztynдор, seconded by Gregoire to approve the agenda as presented, passed unanimously by voice vote.

3. **Council President's Report**

Ortman did not offer a report but asked for an update regarding new construction materials.

4. **Items for Discussion and Possible Action**

A. **Continued Discussion and Possible Action Regarding the Marina Park Boundary and the Marina (Public Harbor Facilities) Boundary (Mayor)**

Mac Kenzie noted discussion was not necessary at this time as he recently met with members of the Harbor Commission. He added that any changes in boundaries would be addressed in the updated Comprehensive Plan.

B. **Sidewalk Clearing and Future Maintenance (Mayor)**

Mac Kenzie introduced the item. No formal action was taken at this time.

C. **Enforcement of Overnight Parking in City Lots (Mayor)**

Mac Kenzie began discussion of this item. No formal action was taken at this time.

D. **Council Spring Retreat and Potential Dates**

A Spring Retreat will be tentatively planned for late April or early May 2026. Councilors were asked to check their calendars for available dates.

5. **Adjournment**

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

Respectfully submitted,

Denise Oliphant, Clerk



Violation Type Stat Report YTD

Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 5, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalk. Left door tag and sending letter.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022300000	306 6TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 5, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022230000	312 6TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 5, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		20102490000	802 3RD AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 6, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks. Left door tag and sending letter.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	201045020000	516 6TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 6, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks found.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 21, 2026	201045060000	606 6TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 7, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks that have not been cleared all winter.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201-00066-0000	1318 LAKE SHORE DR W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 7, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks. Have not been cleared all year.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201000660200	1400 LAKE SHORE DR W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 7, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks that haven't been cleared all year.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201047270000	522 SANBORN AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 8, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 9, 2026	201012540000	521 LAKE SHORE DR E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 8, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks found on 1/8/2026	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 29, 2026	201002380000	1104 3RD ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 8, 2026	Ray Kallio	Closed/Resolved	Car parts laying in the yard.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.	February 4, 2026	201044570000	817 9TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 8, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 29, 2026	201044610000	801 9TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 9, 2026	Ray Kallio	Closed/Resolved	Vehicle parked on sidewalk	Property Maintenance - Public Nuisance	Section 530.10 Prohibited Acts (b) Parking of motorized vehicles of any type on, or over, a City sidewalk unless for purposes of temporary loading, or unloading, or specific vehicles permitted by Municipal Code.	January 20, 2026	201026510000	923 2ND AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 12, 2026	Ray Kallio	Closed/Resolved	Ice covered sidewalk. Dangerous conditions.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 15, 2026	201016470000	110 MAIN ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 12, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201017010000	309 3RD AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 12, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201017000000	311 3RD AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 12, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	2010169900	315 3RD AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 13, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk. Not cleared all year.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 29, 2026	201025710000	801 VAUGHN AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 13, 2026	Ray Kallio	Closed/Resolved	snow covered sidewalk. Sidewalk cleared of snow	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	20100448000	509 17TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 13, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk. Sidewalk with cleared of snow case closed	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	201004490000	507 17TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 14, 2026	Ray Kallio	Closed/Resolved	Tires stored outside.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.	February 2, 2026	201025720000	508 8TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 15, 2026	Ray Kallio	Closed/Resolved	Tires and debris outside. Items removed 2/4/2026	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.	February 4, 2026	201019230000	409 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 15, 2026	Ray Kallio	Closed/Resolved	Miscellaneous storage violation. Items removed. Case closed.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.	February 5, 2026	201021870000	623 2ND AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 16, 2026	Ray Kallio	Friendly Reminder	snow fence	Property Maintenance - Public Nuisance	Courtesy Notice		2010277700	1016 4TH AVE W
	January 20, 2026	Ray Kallio	Closed/Resolved	Car has been parked on sidewalk frequently. Car removed. Case closed.	Property Maintenance - Public Nuisance	Section 530.10 Prohibited Acts (b) Parking of motorized vehicles of any type on, or over, a City sidewalk unless for purposes of temporary loading, or unloading, or specific vehicles permitted by Municipal Code.	February 5, 2026	2010158500	622 MAIN ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 21, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 16, 2026	201016030000	202 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 21, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks snow has been removed.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 16, 2026	2010136000	511 MAIN ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 22, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk. Sidewalk was brought back into compliance 2/3/2026	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 3, 2026	2010264400	111 10TH ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 16, 2026	201020720000	514 11TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 24, 2026	201014200000	117 11TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	March 2, 2026	201014270000	102 11TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	201014260000	110 11TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk. Sidewalk was cleared February 3rd 2026	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 3, 2026	2010103000	411 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	David Garrington	Pending	test	Code Enforcement	Noise		test123	This is a test parcel record
	January 27, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	201003640000	417 9TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 29, 2026	201006840000	503 9TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 16, 2026	201020330000	520 7TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 23, 2026	201044050000	723 MACARTHUR AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 23, 2026	201038610000	1121 MACARTHUR AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		2010219900	619 ELLIS AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks need to be shoveled and maintained.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022010000	607 ELLIS AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 27, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022020000	605 ELLIS AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks. Sidewalk was cleared of snow February 3rd 2026. Case closed.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 3, 2026	201012420000	614 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 26, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks. Sidewalk was cleared of snow case closed.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 3, 2026	201012410000	616 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 28, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	January 29, 2026	201012580000	502 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 29, 2026	N/A	Closed/Resolved	Snow covered sidewalks. Snow removed 2/4/2026	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 4, 2026	201019211000	421 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 29, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk and porch steps. Property was brought back into compliance	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 12, 2026	201019140000	402 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 29, 2026	Ray Kallio	Open/In Violation	Snow Violation	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201017120000	Vacant (No Address)



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 30, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks. Snow removed 3/4/26	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 4, 2026	201017080000	312 3RD AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 30, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	March 4, 2026	201006120000	801 BEASER AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	January 30, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 16, 2026	2010171000	302 3RD AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 2, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk found. Left door tag and sending letter.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 23, 2026	201018580000	410 STUNTZ AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 2, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalk. Issued letter and sent door tag.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201023460000	211 8TH ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 2, 2026	Ray Kallio	Open/In Violation	Found snow covered sidewalk. Sending letter and left door tag.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201023470000	209 8TH ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 2, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk found. Left door tag and sending violation letter. Sidewalk was cleared 2/3/26	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 3, 2026	2010215900	619 5TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 2, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk found. Left door tag and sent letter.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	February 11, 2026	2010239000	701 5TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 3, 2026	Ray Kallio	Final notice sent	Refrigerator and cabinet found in yard in front of the garage.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201036720000	609 14TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 10, 2026	Ray Kallio	Open/In Violation	Tires stored outside. Not on rims.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201046870000	Vacant (No Address)



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 10, 2026	Ray Kallio	Closed/Resolved	Tire not on rim stored outside. I stopped in and talked to the manager to have it removed. Tire was removed.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.	February 12, 2026	2010474500	2300 LAKE SHORE DR W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 11, 2026	Ray Kallio	Open/In Violation	Numerous toys in yard and trying to giveaway items on snow bank.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201022110000	600 3RD AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 11, 2026	Ray Kallio	Closed/Resolved	Snow covered sidewalk. Post office complaint.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.	March 2, 2026	201010310000	413 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 11, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalk has not been cleared all year.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201010290000	Vacant (No Address)



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 16, 2026	Ray Kallio		Garage full of miscellaneous junk and debris. No garage door on garage. Items in public view.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201004370000	522 16TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 16, 2026	Ray Kallio	Closed/Resolved	Created with wrong address	Property Maintenance - Public Nuisance	Section 750, B(21)(a)(7) Use of a vehicle or trailer for storage of goods in violation of Property Maintenance Ordinance.	February 16, 2026	201011640000	1402 LAKE SHORE DR E
	February 16, 2026	Ray Kallio		Unregistered vehicle used for storage of junk and debris	Property Maintenance - Public Nuisance	Section 750, B.(21)(a)(3) (a) Parking or storage of unregistered, unlicensed, or inoperable vehicles outdoors or in public view in violation of Property Maintenance Ordinance.		201011690000	1319 FRONT ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 17, 2026	Ray Kallio	Open/In Violation	Appliances outside behind the garage	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201035690000	2107 5TH ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 18, 2026	Ray Kallio		Mattresses and debris behind building	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201015720000	712 MAIN ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 20, 2026	Ray Kallio	Open/In Violation	Tires stored outside.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201024940000	805 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 20, 2026	Ray Kallio	Open/In Violation	Tire and muffler stored outdoors	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		201024920000	817 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 23, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201015210000	220 11TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 23, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		2010186000	402 STUNTZ AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 23, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201018590000	408 STUNTZ AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 24, 2026	Ray Kallio	Open/In Violation	Tires along side of house without rims.	Property Maintenance - Public Nuisance	Section 750, B. Clean, Safe, Sanitary, and Attractive Maintenance of Exterior Property (11) Miscellaneous Storage - Storing of prohibited items outdoors in violation of the Property Maintenance Ordinance.		2010060900	822 15TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	February 24, 2026	Ray Kallio	Open/In Violation	Snow covered sidewalk.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201010770000	601 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 2, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalk.	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201030710000	1001 9TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 2, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201038330000	1023 CHAPPLE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 2, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201010410000	503 ST CLAIRE ST



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 2, 2026	Ray Kallio	Open/In Violation	Storage of junk and debris in yard and in vehicle and trailers.	Property Maintenance - Public Nuisance	Section 750, B(21)(a)(7) Use of a vehicle or trailer for storage of goods in violation of Property Maintenance Ordinance.		2010037500	518 11TH AVE W
	March 2, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		2010246600	800 5TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	N/A	Open/In Violation	Snow and ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201012610000	407 LAKE SHORE DR E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022140000	615 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201021580000	602 PRENTICE AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201021970000	602 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022130000	619 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Ice and snow covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022150000	609 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Snow and ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201022160000	601 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201021370000	610 6TH ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201001870000	200 11TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		20104366000	609 MACARTHUR AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201043670000	605 MACARTHUR AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201017540000	313 7TH AVE E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	N/A	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201005390000	1208 6TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio		Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201015850000	622 MAIN ST E



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 5, 2026	Ray Kallio		Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201026300000	919 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201026290000	923 2ND AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201029820000	813 11TH AVE W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201005370000	1200 6TH ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 4, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201002510000	300 BEASER AVE



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 5, 2026	Ray Kallio	Open/In Violation	Ice covered Sidewalks	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201001620000	1208 MAIN ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
	March 3, 2026	Ray Kallio	Open/In Violation	Ice covered sidewalk	Property Maintenance - Public Nuisance	Section 530.09 Winter Sidewalk Maintenance - Failure to remove snow from the public sidewalk(s) within 48 hours after a snowfall of two (2) inches or greater.		201001630000	1220 MAIN ST W



Vehicle Number	Violation Date	Inspector	Violation Status	Violation Description	Violation Type	Violation Subtype	Closed Date	Parcel Number	Violation Location
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100
Violations

PERMIT SENT	FEE/PAID	Pay RQST	SS	ZNG	#	APP DATE	ISSUE DATE	ADDRESS/PARCEL	TYPE	OWNER/APPLICANT	CONTRACTOR	VALUE	Description of Work	Task/Notes/Status
✓	\$8,904.31	✓	✓	✓	260013	2/4/2026	2/12/2026	1615 Maple LN	COM - MMC PAB Addition/Remodel	Logan Clark	Market & Johnson	\$21,982,037	A 28,000 sq. ft. addition onto AMC's existing PAB building. Interior Remodeling to existing building. Reoriented and expanded parking lot around exterior of new addition.	
✓ SW	\$44,080.00	✓	✓	✓	260020	1/30/2026	2/6/2026	400 Beaser Ave	COM - New Build (Bay Vue Apartments)	BAY VUE APARTMENTS LLC - Vision, Inc	Northwest Builders, INC? (Rice Lake)	SW - based on SF area. Parking lot included in that.	Construct a 151-unit apartment building to include the site work at 400 Beaser Avenue. The site work will include a new parking lot, landscaping, and utilities. See the state approved plans for further details.	
✓	\$50.00	✓	✓	✓	260021	2/5/2026	2/9/2026	2101 Lakeshore Dr E	COM - Accessory (Culvers Drive-thru Canopies)	Lora Trent	Brittni Rossard (McCon)	\$8,000	Installation of two order canopy systems on the drive-thru lanes (One existing lane, one new lane). This permit is contingent upon the owner or contractor providing our office with a detailed construction work schedule, before any work is commenced.	
✓	\$1,085.00	✓	✓	✓	260022	2/4/2026	2/8/2026	715 Ellis Ave	RES - Remodel	KAMMANN MELISSA BETH	Paul Davis Restoration of the Northland	\$217,000	Removing existing water damaged materials. Remodel of interior including: Drywall, paneling, insulation and finishing, ceilings, light and electrical fixtures, flooring and underlayment, doors, plumbing fixtures and water lines, cabinets, heating. This approval is contingent upon the following: 1) The contractor or owner must provide our office with a detailed work schedule, before any work commences. 2) Please provide us with the Project Superintendent's name and contact information.	
✓	\$330.00	✓	✓	✓	260023	2/15/2026	2/20/2026	707 15th Ave W	RES - Remodel	William Pearce	Tyler Pearce (Son)	\$80,000	New roof and interior remodel. This permit is contingent upon: 1) Any electrical and plumbing work needs to be done by a "properly credentialed" person: a licensed WI-contractor or the homeowner. 2) Please furnish our office with a construction work schedule before work begins (other than current demo).	
✓	\$50.00	✓	✓	✓	260024	2/6/2026	2/11/2026	608 9th Ave W	COM - (4 units) Egress stair landing	James Pagac	Homeowner	500 (x2) = \$1,000.00 (did not include labor)	Install treated deck boards on existing exit landing. Replace existing railing on landing. Reinforce existing framing. Replace existing landing roof with new roof. This permit is contingent upon the following: 1) A graspable handrail must be installed on the existing stairway leading up to the second level, along with a guard rail system so that a 4" diameter object cannot pass through it. 2) The commercial building code must be followed (IBC) .	fee doubled

					260025	2/11/2026		501 Lakeshore Dr E	COM - Impervious parking surface	Dairy Queen	Angelo Luppino, Inc. (Kiera)	\$21,000	Remove old blacktop, grade, and compact. Lay hot mix asphalt 2-1/2" compacted	Requested new site plan with addt'l info. Talked to Marc 2-16. Will get me updated site plan week of Feb16
✓	\$50.00	✓	✓	✓	260026	2/12/2026	2/16/2026	423 3rd St E	RES - Entry Door	Kate Bendzick	Renewal by Andersen	\$5,500	Remove and replace existing entry door, insulate around frame and trim interior and exterior.	
✓	\$50.00	✓	✓	✓	260027	2/12/2026	2/20/2026	210 5th Ave E	COM - Chequamegon	Sharon Campbell		\$15,000	Storage shed provided by Marengo Valley sheds, 14' x 24'. To be delivered and placed on site in Spring when weather permits.	
✓	X	X	✓	✓	260028	2/11/2026	2/17/2026	201-02693-0000	DEMO/MOVING Permit	COA	COA	NA	City will be removing all infrastructure from Penn Park including - fencing, bleachers, dugouts, scoreboard and storage building (approx 500 sq ft). The City will be moving a concession stand, roughly 110 sq ft, from Penn Park to be stored at the City Garage at 2020 6th St E for an undetermined amount of time, until it can be used elsewhere. Currently the stand is serviced by water and electric, which will be removed/capped before moving.	Requested addt'l info from David
	\$50.00				260029	2/9/2026		208 36th Ave E	RES - Accessory	Mike Hantulla	Homeowner		16 x 24 (+/-) accessory structure placed on south side of driveway on graded, gravel pad. Must be set back 21-feet from property line (37-feet from curb).	Came in 2-13 ; Waiting for final shed dimensions/location. Discussed added parking/driveway must be paved/hard surface.
✓	\$50.00	permit ready	✓	✓	260030	2/16/2026	2/24/2026	3805 Hwy 2	RES - Accessory	David Granados	Homeowner	\$20,000	Construction of two detached , owner-built accessory structures. #1) 24' x 36' 2) 24' x 40'. Both approximately 14' overall height. Wood-frame construction on skids/pier blocks. Located behind existing out buildings. B	Will stop by next week to pay for permit. Have permit ready
✓	\$50.00	✓	✓	✓	260031	2/17/2026	2/18/2026	703 7th St W	RES - Remodeling	Bram Bystrom	Homeowner	\$10,000	Replacement of two broken windows, convert bedroom into master suite with bathroom, remodel existing bathroom (moving supply and drain lines), replacing sewer vent pipe, updating electrical wiring, removing paneling/replacing with drywall, redoing wood flooring and stairs to basement, adding kitchen pantry. This permit is coningent upon: 1. All plumbing and electrical work must be done by a licensed contractor, unless the owner is doing it solely by himself, which is allowed.	
✓	\$25.00	✓	✓	✓	260032	2/18/2026	2/20/2026	3100 Ellis Ave	COM - Demo	Jeff Jolma	Jolma Electric, LLC	NA	Demo interior space to make improvements for additional office space. Demo misc. windows, doors, walls, in preparation.	
					260033	2/17/2026		3100 Ellis Ave	COM - Remodel	Jeff Jolma	Jolma Electric, LLC	\$200,000	Interior Remodel (no Structural changes), New non-bearing interior walls for additional offices, HVAC system replacement, New exterior entry door (exit to be blocked in), New exterior siding (metal panels with brick wainscot.	Received plans. Sent email noting plan review required. Phone call left for SS to discuss
✓	\$40.00	✓	NA	✓	260034	1/21/2026	2/24/2026	607 18th Ave W	Zoning - STR	Lucas/Kim Stewart	N/A	N/A	Short Term Rental License	SW Issued
SW	\$50.00		NA	SW	260035	1/27/2026	2/17/2026	18 Billboards	Zoning	Lamar OCI North	N/A	N/A	Billboard Renewal-Lamar OCI North LLC	SW Issued
SW	\$50.00		NA	SW	260036				Zoning	Great Lakes Insurance	N/A	N/A	Billboard Renewal	SW

SUBJECT: Consider a Resolution Providing for the Sale of Approximately \$2,740,000 General Obligation Promissory Notes, Series 2026A (Finance) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administration

- EXHIBITS:**
1. Ehlers Debt Presentation (2.24.26)
 2. Proposed Resolution No. 17870

EXPENDITURES REQUIRED:

- \$2,120,500 per 2026 Capital Project List
- \$ 500,000 per Tax Increment Developer Agreement
- \$ 119,500 Issue Costs
- \$2,740,000 Approximate Issue Amount

AMOUNT BUDGETED: \$2,125,000 2026 Captial Project List

APPROPRIATION REQUIRED: \$ 615,000

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Josh Low from Ehlers gave a presentation to Council regarding the consideration of issuing 2026 general obligation notes at the February 24, 2026 meeting, which included the Council approved 2026 capital improvements plan and the approved development agreement for tax increment district #11 for the Beaser Avenue apartment complex. This presentation showed the anticipated 2026 note issues along with estimated future issues. In the presentation, the future debt levy had minimal variation from the 2026 debt levy.

The notes issued for the development agreement will be paid with future tax increment dollars from district #11. The \$500,000, in the chart below, is part of the \$3,000,000 total to be issued for the development agreement and is for the storm sewer construction which will be granted to the City.

Josh Low from Ehlers will be on-line at this meeting to discuss the resolutions. The bid awards for the debt issues, for Council approval, will be at the March 31, 2026 meeting.

The detail of the note issue is as follows:

- \$1,343,500 Streets and related infrastructure projects
- 260,000 Fire Department Brush Truck
- 285,000 Public Works Snow Patrol Truck
- 132,000 Boat launch construction
- 100,000 City Hall building improvements
- 500,000 Non-taxable portion for TID #11
- 119,500 Debt issue expenses
- \$2,740,000 Total approximate debt issue

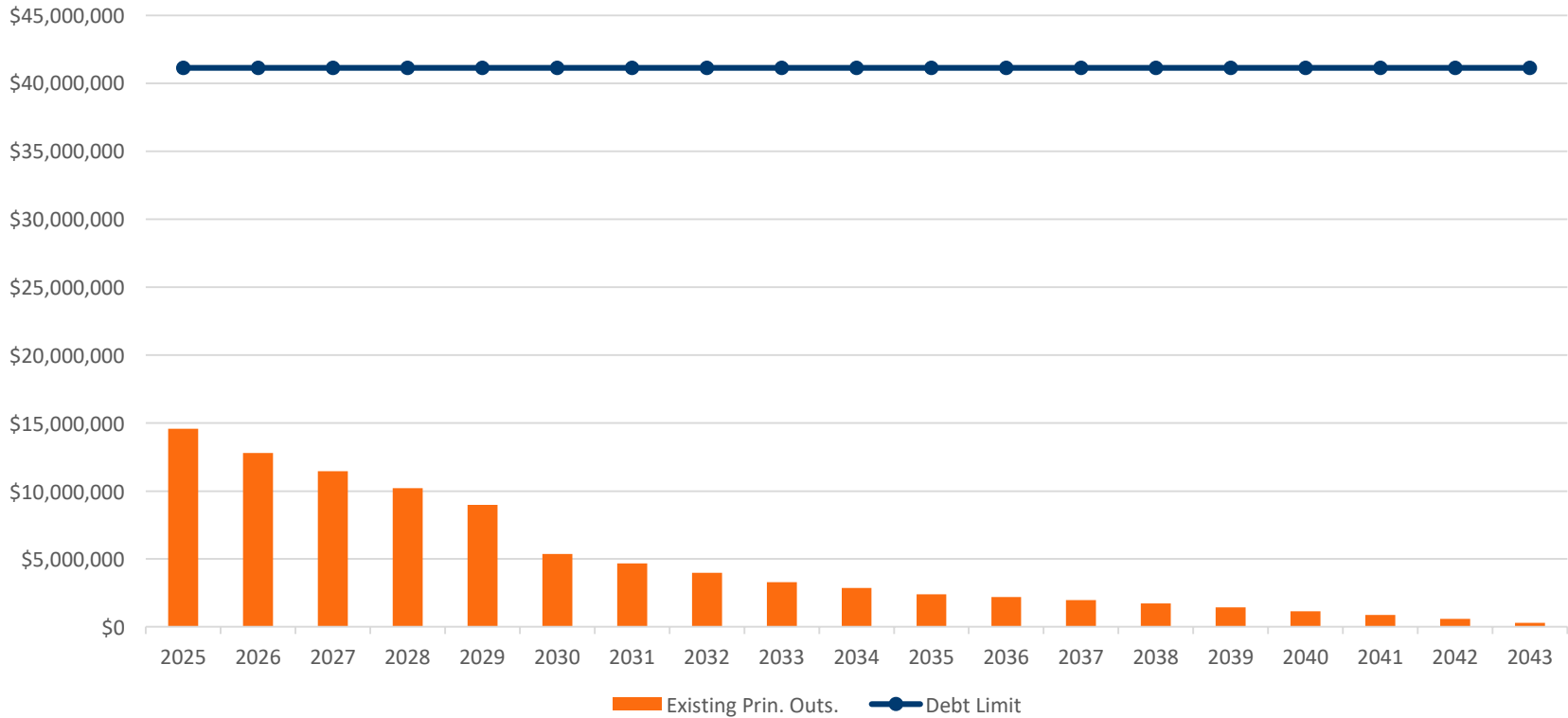


City of Ashland, WI

2026 Financing Plans

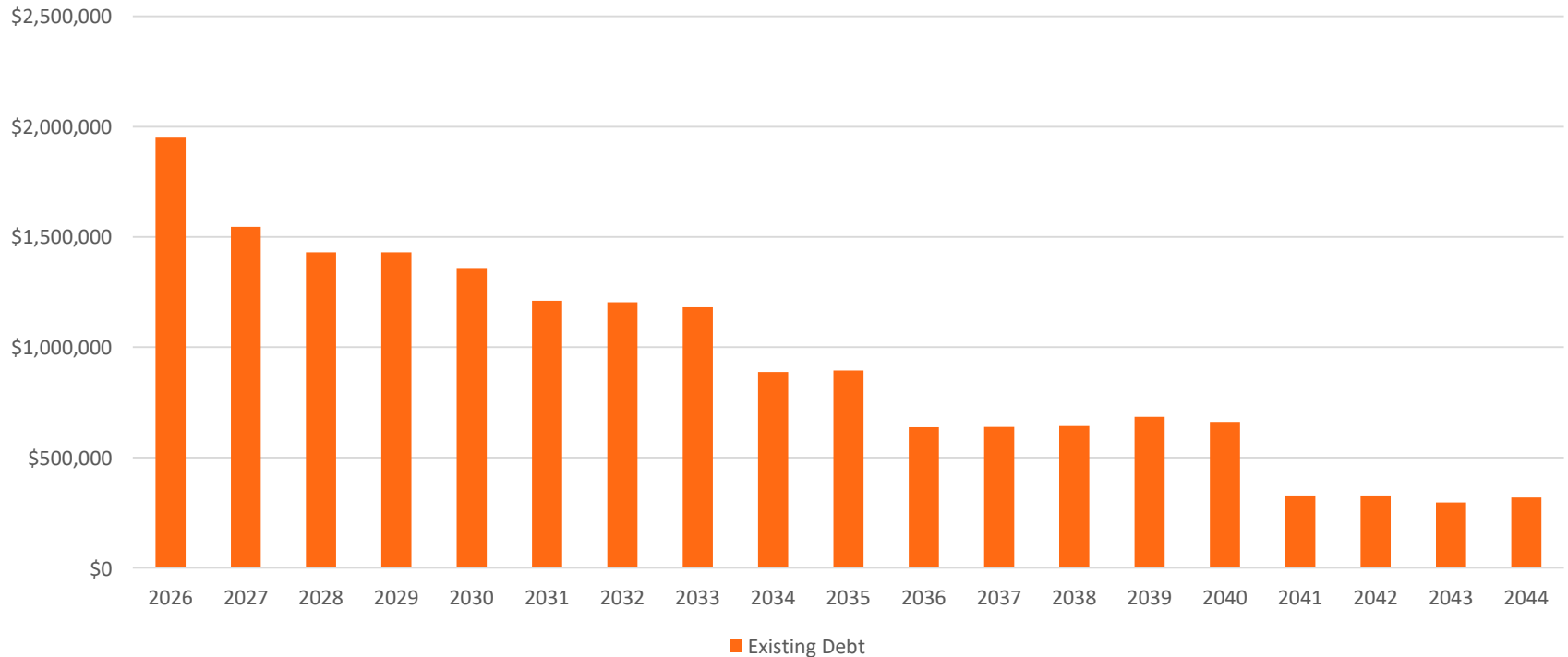
February 24, 2026

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.
- Assumes balloon payment 2020 G.O. Note is extended.
- New debt can be absorbed as existing debt is retired.

Projects to Finance

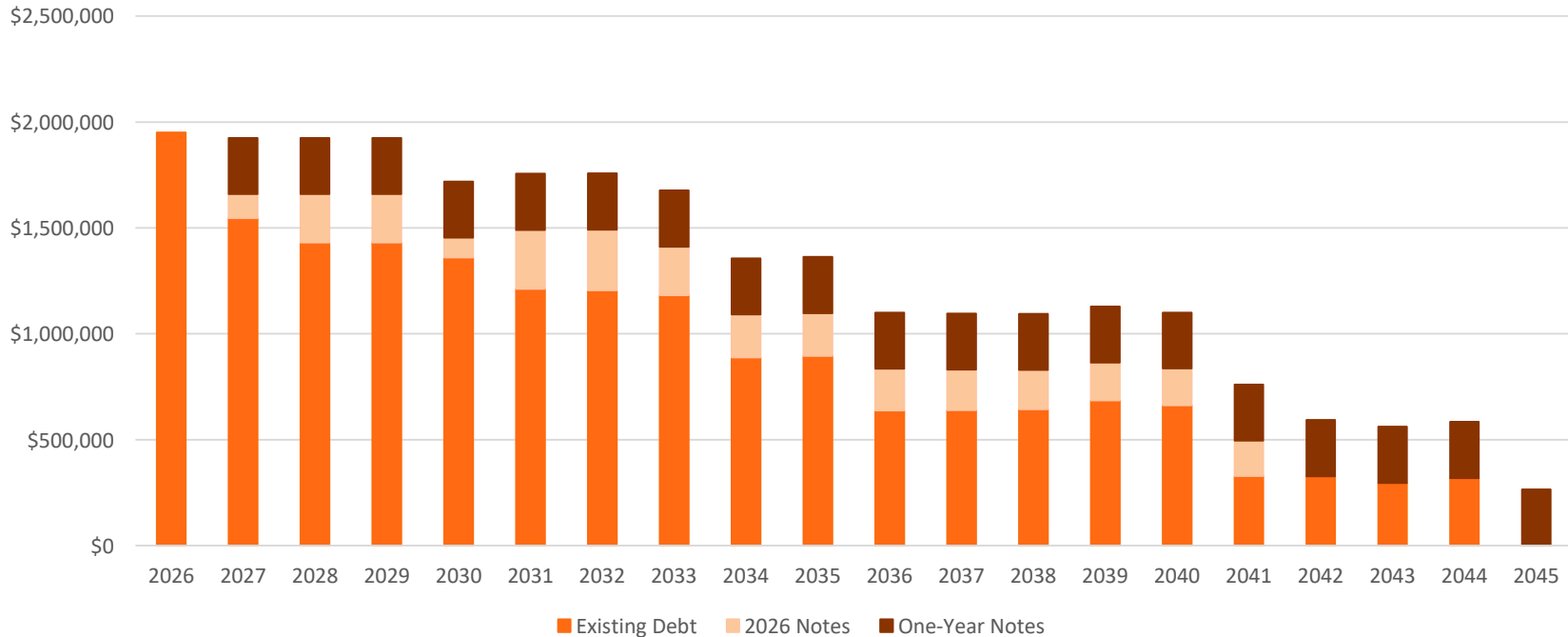
Project	G.O. Notes	TXBL G.O. Notes
Streets Reconstruction	1,343,500	
Snow Patrol Truck	285,000	
Fire Truck Heavy Duty	260,000	
Boat Launch	132,000	
City Hall Bldg. Improvements	100,000	
TID 11 Stormwater	503,750	
TID 11 Developer Payments		2,496,250
Issue Total	\$2,654,250	\$2,496,250

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

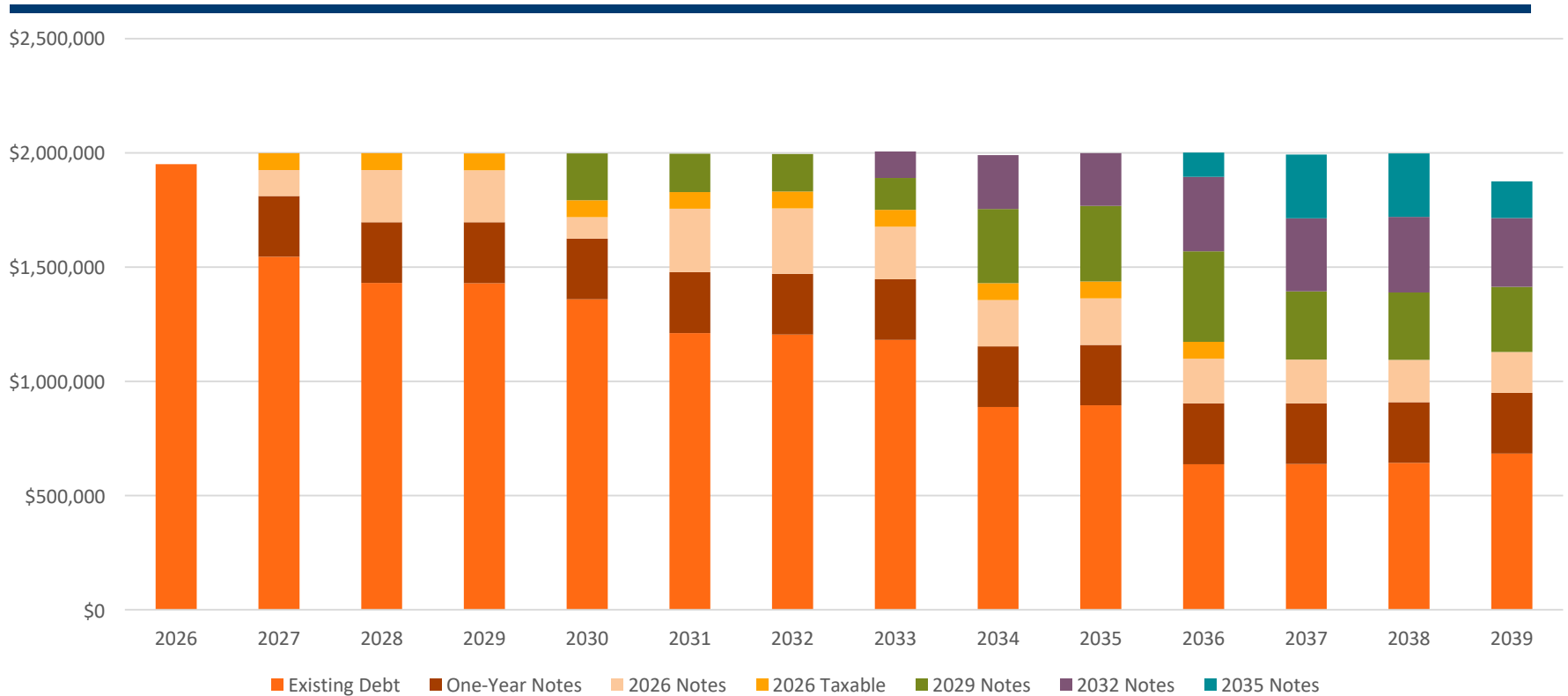
- True interest cost of 3.78% includes 0.50% cushion.
- Total borrowing includes costs of issuance.
- Payments are structured to manage debt levy and TID 11 cash flow.
- Anticipated closing in late April.

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	Vision Apartments	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

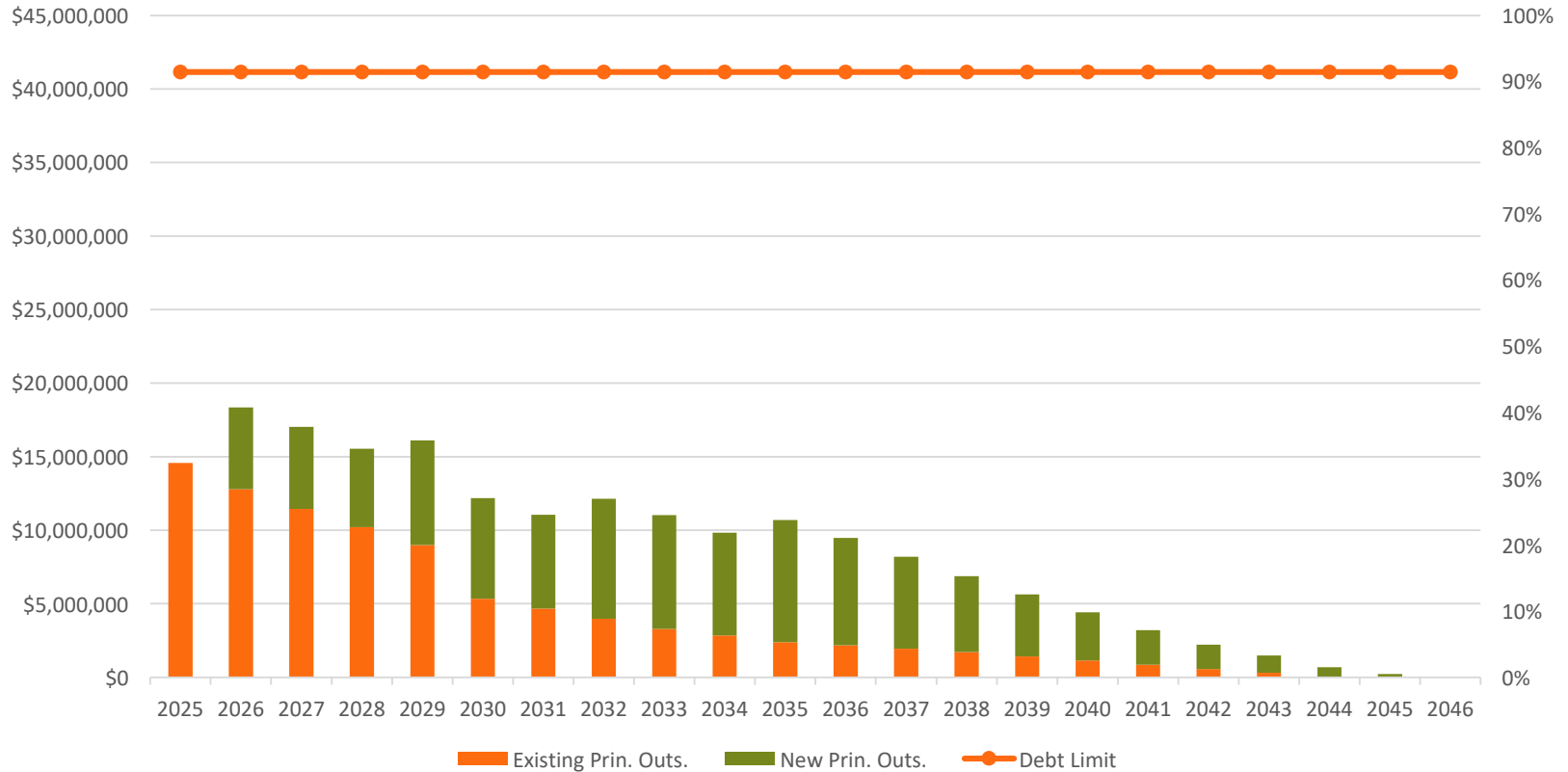
- Cash flow assumes partial construction value in 2026 and full value in 2027.
- Small advance required to balance expenses in 2027.

TID 11 Cash Flow with Expenses

YEAR	REVENUE	EXPENSES								BALANCE	
		Developer 2026 Taxable G.O. Notes \$2,825,000	Stormwater Tax-Exempt G.O. Notes \$525,000	Sewer Advance Repayment \$250,000	Available Tax Increment	Pay-Go 90% of Available Increment \$3,500,000	Repayment of Advances from Other Funds	Other Costs	Total Projected Expenses	Annual Balance	Cumulative Balance
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.

RESOLUTION No. 17870

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,735,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") is presently in need of approximately \$2,735,000 for public purposes, including paying the cost of 2026 capital projects, including street improvement projects, City Hall improvement projects, boat launch improvement projects, vehicles and reimbursing a developer for the cost of stormwater system projects included in the project plan of the City's Tax Incremental District No. 11 (collectively, the "Project"); and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2026A (the "Notes") in an amount of approximately \$2,735,000 for the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$2,735,000.

Adopted, approved and recorded March 10, 2026.

Matthew Mac Kenzie
Mayor

ATTEST:

Denise Oliphant
City Clerk

(SEAL)

Ref: 2026-036

COUNCIL AGENDA: 8.B.
(3/10/2026)

SUBJECT: Consider a Resolution Providing for the Sale of Approximately \$2,825,000 Taxable General Obligation Promissory Notes Series 2026B (Administration) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administration

EXHIBITS:

1. Ehlers Debt Presentation (2.24.26)
2. Proposed Resolution No. 17871

EXPENDITURES REQUIRED: \$2,825,000

AMOUNT BUDGETED: \$-0-

APPROPRIATION REQUIRED: \$2,825,000

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Josh Low from Ehlers gave a presentation to Council regarding the consideration of issuing 2026 general obligation notes at the February 24, 2026 meeting, which included the Council

approved development agreement for tax increment district #11 for the Beaser Avenue apartment complex. The notes issued for the development agreement will be paid with future tax increment dollars from district #11.

A total of \$3,000,000 is to be issued per the development agreement for the project. The storm sewer construction, which is \$500,000, will be granted to the City and is part of the 2026A non-taxable general obligation promissory note issue. This issue is for the balance of \$2,500,000, which is a taxable issue for general obligation promissory notes, due to the apartments being owed by a private enterprise. Taxable issues typically have a higher borrowing interest rate.

This issue will have the 2027 interest payment added to the principal of the borrowing, due to the timing of the receipt of the first tax increment payment in 2028. The total anticipated 2026B issue is as follows:

\$2,500,000	Development incentive
212,000	2027 interest payment add to principal
<u>113,000</u>	Note issue costs
<u>\$2,825,000</u>	Total note issue

Josh Low from Ehlers will be on-line at this meeting to discuss the resolution. The bid awards for the debt issues, for Council approval, will be at the March 31, 2026 meeting.

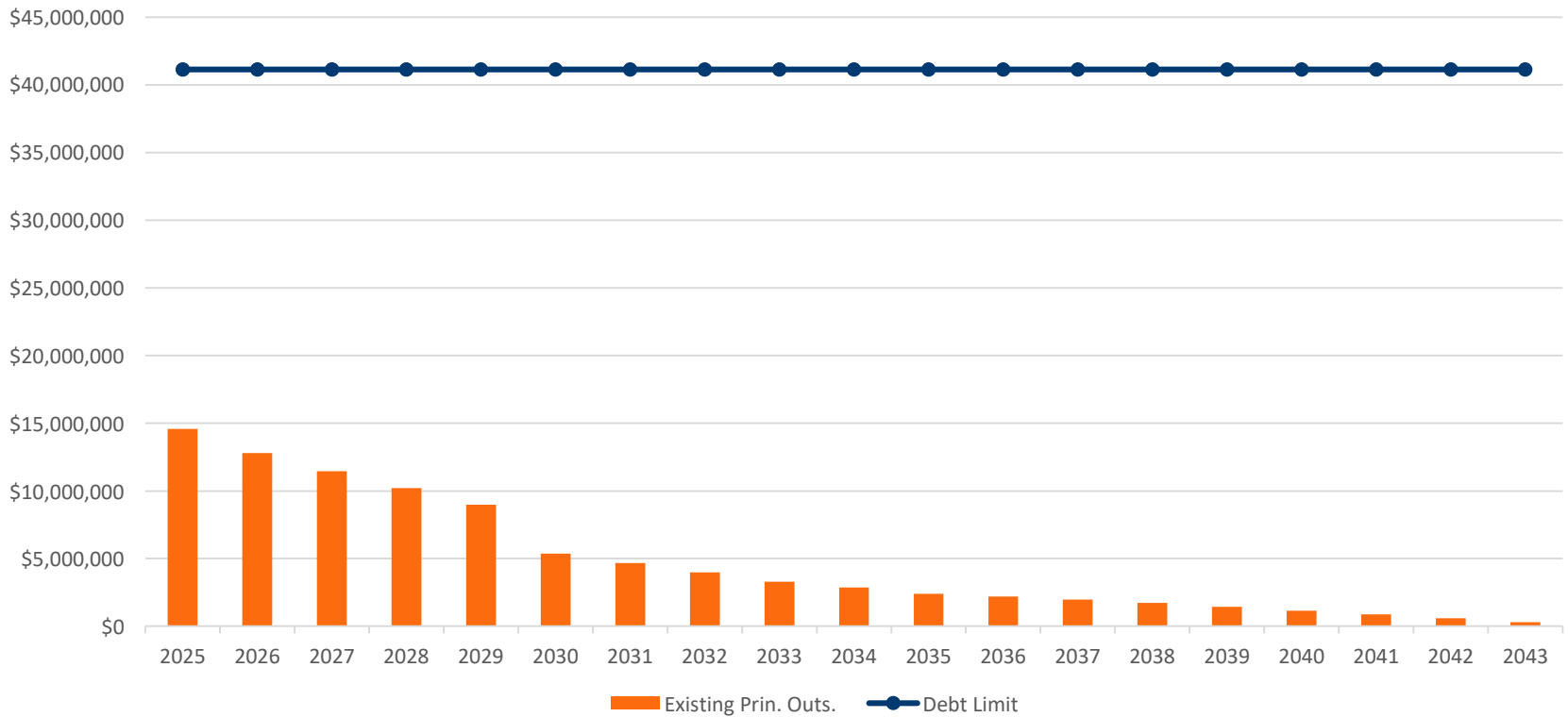


City of Ashland, WI

2026 Financing Plans

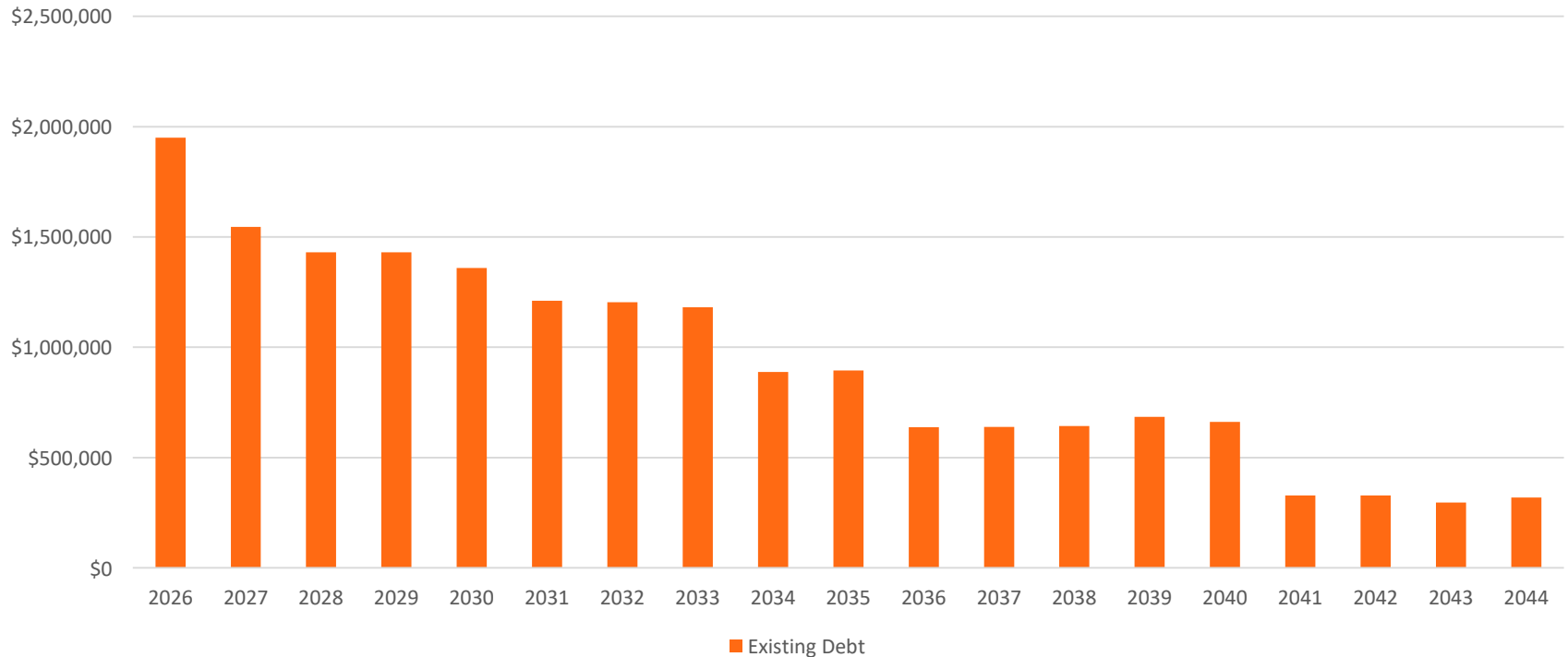
February 24, 2026

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.
- Assumes balloon payment 2020 G.O. Note is extended.
- New debt can be absorbed as existing debt is retired.

Projects to Finance

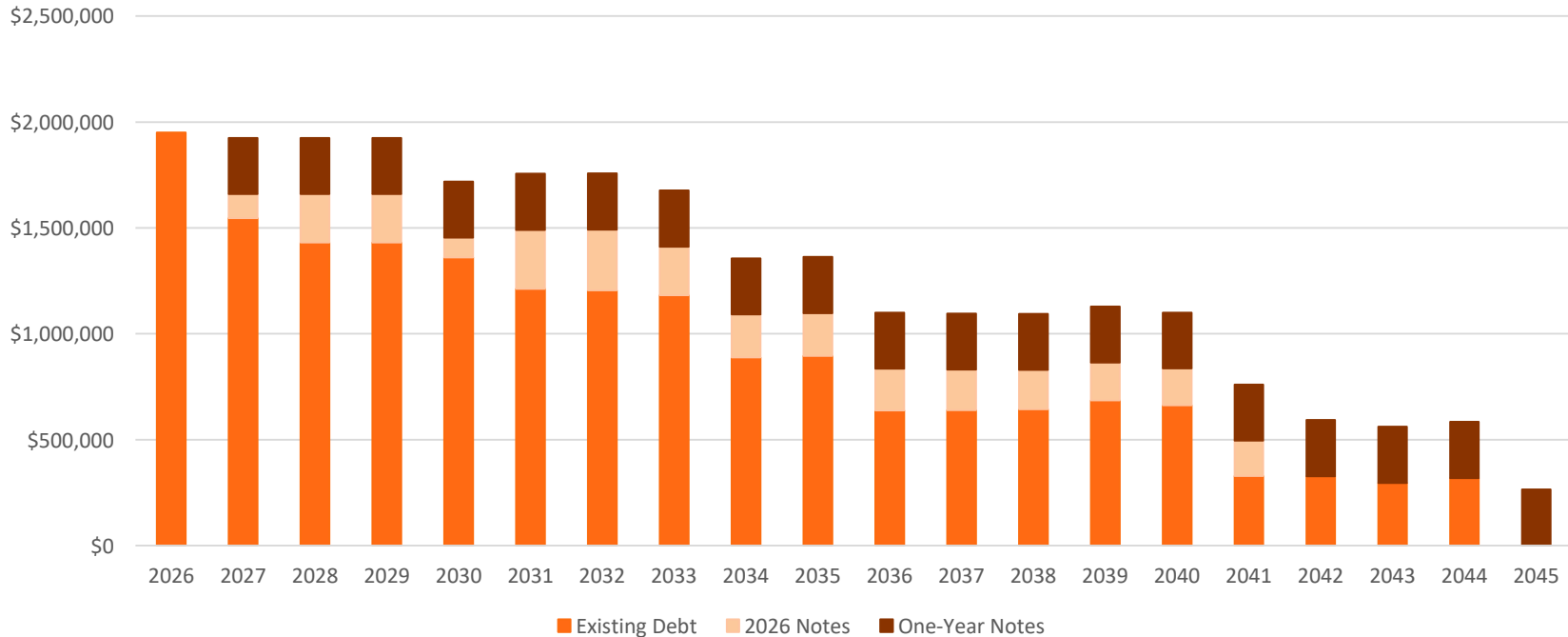
Project	G.O. Notes	TXBL G.O. Notes
Streets Reconstruction	1,343,500	
Snow Patrol Truck	285,000	
Fire Truck Heavy Duty	260,000	
Boat Launch	132,000	
City Hall Bldg. Improvements	100,000	
TID 11 Stormwater	503,750	
TID 11 Developer Payments		2,496,250
Issue Total	\$2,654,250	\$2,496,250

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

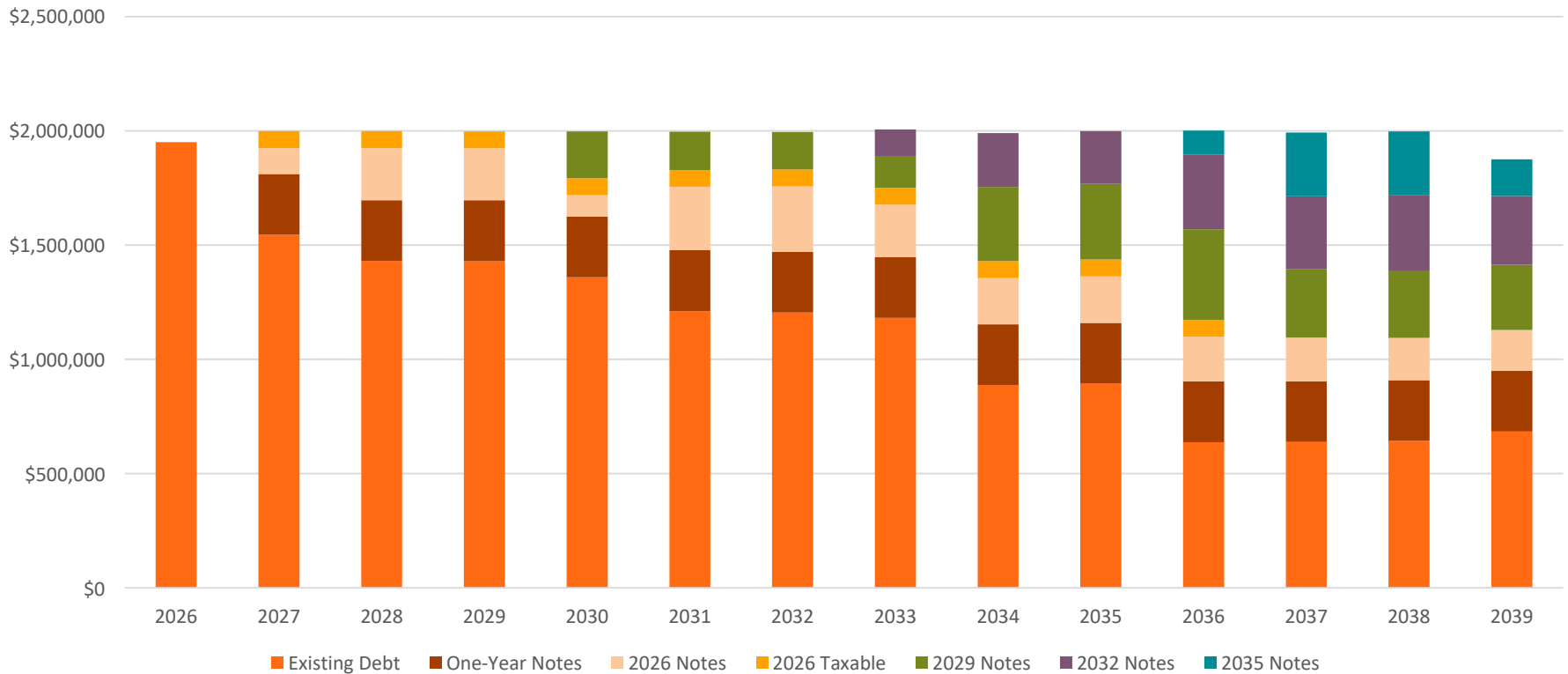
- True interest cost of 3.78% includes 0.50% cushion.
- Total borrowing includes costs of issuance.
- Payments are structured to manage debt levy and TID 11 cash flow.
- Anticipated closing in late April.

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	Vision Apartments	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

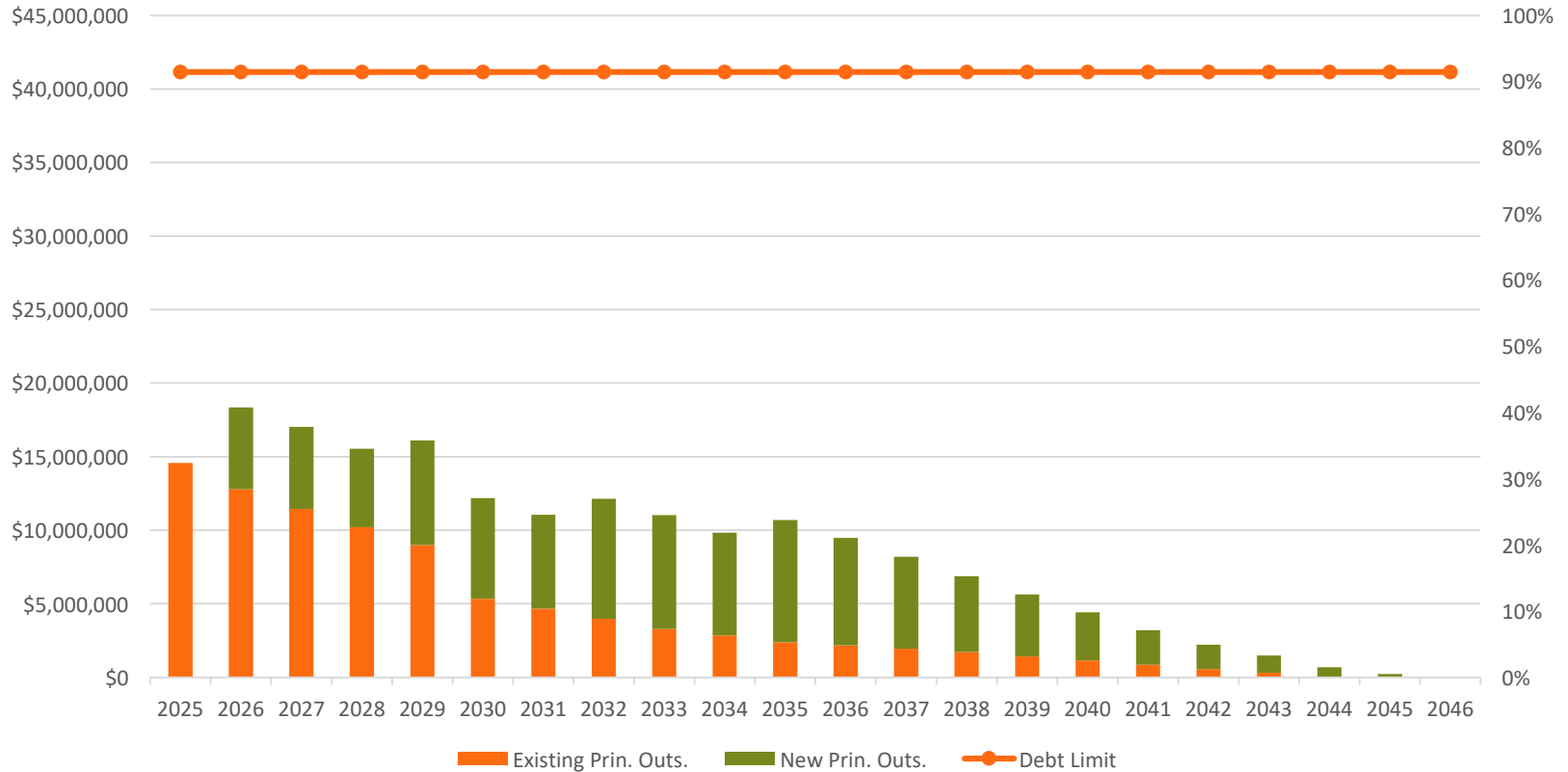
- Cash flow assumes partial construction value in 2026 and full value in 2027.
- Small advance required to balance expenses in 2027.

TID 11 Cash Flow with Expenses

YEAR	REVENUE	EXPENSES								BALANCE	
		Developer 2026 Taxable G.O. Notes \$2,825,000	Stormwater Tax-Exempt G.O. Notes \$525,000	Sewer Advance Repayment \$250,000	Available Tax Increment	Pay-Go 90% of Available Increment \$3,500,000	Repayment of Advances from Other Funds	Other Costs	Total Projected Expenses	Annual Balance	Cumulative Balance
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.

RESOLUTION No. 17871

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,820,000 TAXABLE OBLIGATION PROMISSORY NOTES, SERIES 2026B

WHEREAS the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") is presently in need of approximately \$2,820,000 for public purposes, including paying the cost of an incentive payment to a developer in the City's Tax Incremental District No. 11 (the "Project");

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes; AND

WHEREAS, due to certain requirements of the Internal Revenue Code of 1986, as amended, it is necessary that such notes be issued on a taxable, rather than tax-exempt basis.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its Taxable General Obligation Promissory Notes, 2026B (the "Notes") in an amount of approximately \$2,820,000 for the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded March 10, 2026.

Matthew Mac Kenzie
Mayor

ATTEST:

Denise Oliphant
City Clerk

(SEAL)

SUBJECT: Accept a Bid from Jake's Excavating & Landscaping, LLC and Award a Contract for the 2026 Prentice Phase II Watermain Replacement Project (Public Works) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Short Elliott Hendrickson Inc recommendation and Bid Tabulation

EXPENDITURES REQUIRED: \$ 299,954.00 - Fund 680 Water Utility

AMOUNT BUDGETED: \$ 299,954.00 - Fund 680 Water Utility (WI DNR Safe Drinking Water Loan FY 2026)

APPROPRIATION REQUIRED: N/A

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

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

SUMMARY STATEMENT:

On behalf of the City, staff from Short, Elliott Hendrickson Inc. (SEH) received and opened four bids on February 27, 2026 for the 2026 Prentice Avenue Phase II Watermain Replacement Project.

The project consists of watermain replacement and partial sidewalk replacement between US Highway 2 and 6th Street East. The project is partially funded by the Wisconsin Department of Transportation (WI DOT) for street reconstruction costs while the City has received Wisconsin Department of Natural Resources (WI DNR) funding for the watermain replacement. The funding includes principal forgiveness for 65% of the total lost cost.

Due to recent federal requirements strictly prohibiting the inclusion of contract provisions intended to encourage the inclusion of disadvantaged business entities (women and/or minority owned businesses), the City was required to separate the watermain replacement work from the street reconstruction work, creating a local project for watermain replacement only.

The street reconstruction work was previously bid by the WI DOT and awarded to Jake's Excavating & Landscaping, LLC.

The lowest responsible bidder for the watermain replacement work was also Jake's Excavating & Landscaping, LLC. The Public Works Department, along with SEH, recommends awarding the contract to Jake's Excavating & Landscaping, LLC. Jake's Excavating & Landscaping, LLC has successfully completed multiple projects for the City in recent years.



Building a Better World
for All of Us®

March 4, 2026

RE: Prentice Avenue - Phase II Water Main
Ashland, WI
SEH No. ASHLA 179712 14.00

Denise Oliphant
City Clerk
City of Ashland
601 Main Street W
Ashland, WI 54806

Dear Ms. Oliphant:

On February 27, 2026, unit price bids were received for the Prentice Avenue - Phase II Water Main project. The attached Tabulation of Bids shows the unit price bids received from all bids submitted.

Four bids were received for the project. The bids ranged from \$299,954.00 to \$568,269.20. The low bid was submitted by Jake's Excavating & Landscaping LLC, Ironwood, MI. Based on the information provided by the contractor, Jake's Excavating & Landscaping LLC has the required equipment and expertise to perform the work as outlined in the contract specifications. We, therefore, recommend award of the project in the low bid amount of \$299,954.00.

SEH suggests review of the bid materials with counsel. SEH retains electronic copies of bids and bonds of all bidders. The bid and bond of the awarded bidder will be incorporated into the contract documents after all applicable documentation has been signed by the Contractor and Client and provided to SEH.

We hope this analysis of the bids is adequate for your needs. If you have any questions regarding this information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Bryan Cunningham".

Bryan Cunningham, PE
Project Manager (Lic. WI)

hh

Enclosure

x:\ae\ashla\179712\6-bid-const\bidding documents\recommendation letter 3.3.2026.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10 North Bridge Street, Chippewa Falls, WI 54729-2550

715.720.6200 | 800.472.5881 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Bid Tabulation - Prentice Avenue Phase II Water Main

City of Ashland

Bids Opened 02/27/2026 01:00 PM CST

Line Item	Item Code	Item Description	UofM	Qty	Jake's Excavating & Landscaping LLC		Ritola Inc		JGJ DIRT LLC		Northern Interstate Construction, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	01 55 25.1	Maintenance of Traffic	LS	1	\$500.00	\$500.00	\$12,148.67	\$12,148.67	\$5,985.00	\$5,985.00	\$8,840.85	\$8,840.85
2	01 71 13.1	Mobilization	LS	1	\$4,000.00	\$4,000.00	\$39,845.89	\$39,845.89	\$20,000.00	\$20,000.00	\$50,889.00	\$50,889.00
3	02 41 33.1	Remove Concrete Sidewalk or Driveway	SY	170	\$4.00	\$680.00	\$7.28	\$1,237.60	\$5.00	\$850.00	\$10.00	\$1,700.00
4	02 41 33.2	Remove Asphalt Pavement	SY	500	\$3.00	\$1,500.00	\$4.26	\$2,130.00	\$3.00	\$1,500.00	\$8.00	\$4,000.00
5	02 41 33.3	Remove Concrete Curb and Gutter	LF	80	\$4.00	\$320.00	\$3.23	\$258.40	\$3.00	\$240.00	\$8.00	\$640.00
6	31 11 00.1	Clearing Tree	Each	4	\$1,000.00	\$4,000.00	\$770.00	\$3,080.00	\$185.00	\$740.00	\$193.98	\$775.92
7	31 11 00.2	Grubbing Stump	Each	6	\$350.00	\$2,100.00	\$448.00	\$2,688.00	\$200.00	\$1,200.00	\$193.98	\$1,163.88
8	31 23 33.2	Exploratory Excavation	Each	3	\$400.00	\$1,200.00	\$1,555.00	\$4,665.00	\$800.00	\$2,400.00	\$2,116.37	\$6,349.11
9	31 25 10.1	Erosion Mat	SY	400	\$2.00	\$800.00	\$2.65	\$1,060.00	\$2.00	\$800.00	\$2.21	\$884.00
10	31 25 10.2	Tracking Pad	LS	1	\$500.00	\$500.00	\$1,293.00	\$1,293.00	\$4,500.00	\$4,500.00	\$1,582.95	\$1,582.95
11	31 25 10.3	Inlet Protection, Type C	Each	8	\$50.00	\$400.00	\$71.50	\$572.00	\$100.00	\$800.00	\$116.81	\$934.48
12	32 12 50.1	Sawcut Concrete	LF	300	\$3.50	\$1,050.00	\$2.83	\$849.00	\$6.00	\$1,800.00	\$7.07	\$2,121.00
13	32 12 50.2	Sawcut Asphalt Pavement	LF	300	\$2.00	\$600.00	\$1.90	\$570.00	\$2.00	\$600.00	\$3.54	\$1,062.00
14	32 18 40.1	Concrete Sidewalk, 4-inch	SF	1200	\$6.00	\$7,200.00	\$17.38	\$20,856.00	\$8.00	\$9,600.00	\$16.91	\$20,292.00
15	32 18 40.2	Concrete Sidewalk or Driveway, 6-inch	SF	300	\$10.00	\$3,000.00	\$18.62	\$5,586.00	\$10.00	\$3,000.00	\$19.02	\$5,706.00
16	32 92 12.1	Turf Establishment	SY	600	\$4.50	\$2,700.00	\$7.50	\$4,500.00	\$4.00	\$2,400.00	\$11.23	\$6,738.00
17	33 11 00.1	Remove Existing Hydrant and Lead	Each	3	\$350.00	\$1,050.00	\$690.00	\$2,070.00	\$500.00	\$1,500.00	\$1,236.08	\$3,708.24
18	33 11 00.2	Abandon Water Service	Each	8	\$150.00	\$1,200.00	\$308.00	\$2,464.00	\$800.00	\$6,400.00	\$309.93	\$2,479.44
19	33 11 00.3	Connect to Existing Water Main	Each	6	\$1,500.00	\$9,000.00	\$2,675.00	\$16,050.00	\$1,600.00	\$9,600.00	\$4,270.78	\$25,624.68
20	33 11 00.4	Lower Water Main	Each	2	\$3,800.00	\$7,600.00	\$4,255.00	\$8,510.00	\$4,000.00	\$8,000.00	\$5,067.73	\$10,135.46
21	33 11 00.5	Gate Valve and Box 6-inch	Each	3	\$2,425.00	\$7,275.00	\$2,428.00	\$7,284.00	\$3,000.00	\$9,000.00	\$4,052.09	\$12,156.27
22	33 11 00.6	Gate Valve and Box 8-inch	Each	5	\$3,300.00	\$16,500.00	\$3,296.00	\$16,480.00	\$4,000.00	\$20,000.00	\$4,083.91	\$20,419.55
23	33 11 00.7	Gate Valve and Box 12-inch	Each	2	\$5,575.00	\$11,150.00	\$5,346.00	\$10,692.00	\$7,000.00	\$14,000.00	\$8,626.43	\$17,252.86
24	33 11 00.8	Hydrant 7.5-FT Bury Depth	Each	3	\$6,200.00	\$18,600.00	\$7,842.00	\$23,526.00	\$7,000.00	\$21,000.00	\$9,048.43	\$27,145.29
25	33 11 00.9	Connect to Existing Water Service	Each	26	\$150.00	\$3,900.00	\$408.00	\$10,608.00	\$112.00	\$2,912.00	\$560.60	\$14,575.60
26	33 11 00.10	Corporation Stop 1-inch	Each	24	\$500.00	\$12,000.00	\$456.00	\$10,944.00	\$555.00	\$13,320.00	\$556.28	\$13,350.72
27	33 11 00.11	Corporation Stop 1.5 -inch	Each	2	\$750.00	\$1,500.00	\$699.00	\$1,398.00	\$565.00	\$1,130.00	\$744.89	\$1,489.78
28	33 11 00.12	Curb Stop and Box 1-inch	Each	24	\$400.00	\$9,600.00	\$583.00	\$13,992.00	\$374.00	\$8,976.00	\$556.28	\$13,350.72
29	33 11 00.13	Curb Stop and Box 1.5-inch	Each	2	\$675.00	\$1,350.00	\$822.00	\$1,644.00	\$633.00	\$1,266.00	\$810.89	\$1,621.78
30	33 11 00.14	Adjust Existing Valve Box	Each	4	\$150.00	\$600.00	\$551.00	\$2,204.00	\$200.00	\$800.00	\$994.62	\$3,978.48
31	33 11 00.15	Maintain Water Service During Construction	LS	1	\$2,250.00	\$2,250.00	\$15,750.00	\$15,750.00	\$20,000.00	\$20,000.00	\$22,046.00	\$22,046.00
32	33 11 00.16	Water Main Fittings	LB	1100	\$16.40	\$18,040.00	\$13.09	\$14,399.00	\$16.00	\$17,600.00	\$23.88	\$26,268.00
33	33 11 00.17	Water Service Pipe 1-inch	LF	820	\$35.00	\$28,700.00	\$64.00	\$52,480.00	\$65.00	\$53,300.00	\$34.42	\$28,224.40
34	33 11 00.18	Water Service Pipe 1.5-inch	LF	70	\$38.75	\$2,712.50	\$75.00	\$5,250.00	\$75.00	\$5,250.00	\$35.83	\$2,508.10
35	33 11 00.19	Remove Water Main	LF	1038	\$3.00	\$3,114.00	\$7.28	\$7,556.64	\$16.00	\$16,608.00	\$6.48	\$6,726.24
36	33 11 00.20	Water Main C900 6-inch	LF	65	\$65.00	\$4,225.00	\$140.00	\$9,100.00	\$100.00	\$6,500.00	\$90.00	\$5,850.00
37	33 11 00.21	Water Main C900 8-inch	LF	1750	\$54.25	\$94,937.50	\$69.95	\$122,412.50	\$115.00	\$201,250.00	\$96.12	\$168,210.00
38	33 11 00.22	Water Main C900 12-inch	LF	130	\$100.00	\$13,000.00	\$93.88	\$12,204.40	\$100.00	\$13,000.00	\$194.77	\$25,320.10
39	33 11 00.23	Insulation Board Polystyrene, 2-inch	SY	55	\$20.00	\$1,100.00	\$29.75	\$1,636.25	\$24.00	\$1,320.00	\$39.06	\$2,148.30
Bid Total:						\$299,954.00		\$469,994.35		\$509,147.00		\$568,269.20

SUBJECT: Accept a Proposal for City of Ashland Kreher Park Boat Launch Contract Administration and Construction Observation Services from SmithGroup for the 2026 Kreher Park Boat Launch Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. SmithGroup Proposal for City of Ashland Boat Launch Contract Administration and Construction Observation Services

EXPENDITURES REQUIRED: \$248,900.00 - Fund 481 Parks & Grounds

AMOUNT BUDGETED: -\$0-

APPROPRIATION REQUIRED: \$ 27,000.00 -Fund 481 Parks & Grounds Fund Balance
\$ 35,000.00 -Fund 453 Waterfront Development Fund Balance
\$186,900.00- Fund 250 Breakwall Maintenance (Fund Withdrawl)
\$248,900.00- Total

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

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

SUMMARY STATEMENT:

At the January 13, 2026 meeting, the Council approved a contract with Wren Works, LLC for construction of the Kreher Park Boat launch. At the time, staff informed Council that the cost of the bids exceeded the amount of funding budgeted for the project and the Council approved the appropriation of \$100,000 in additional funding to allow the project to be awarded.

Staff also informed the Council that staff would continue to work to identify additional funding for construction management. In addition to fund balance available in Capital Funds 481 Parks & Grounds and 453 Waterfront Development, staff is proposing the appropriation of funds from Special Revenue Fund 250 Breakwall Maintenance. Staff has consulted with a technical expert in marine construction and determined that remaining funds would be sufficient to support repair of the breakwall in the event of damage.

At the November 12, 2024 meeting, Council previously approved an agreement with SmithGroup for engineering design of the boat launch. SmithGroup therefore has expertise in the design of the boat launch but also the restrictions and complexities associated with the Superfund site. Public Works staff will assist with construction management but will be largely occupied by other projects in summer 2026. Therefore, the scope of work for SmithGroup includes full-time inspection (5 days per day, 10 hrs per day). Staff feels that investment in this level of construction inspection is necessary due to the fact that the work is occurring on and around the Superfund Site, with specific requirements to protect the cleanup and restoration work completed by Xcel Energy.

Staff is requesting Council's approval of the agreement with SmithGroup to allow adequate oversight of the construction. The total cost of the agreement is \$248,900.00.

SMITHGROUP

LETTER FORM PROPOSAL (“AGREEMENT”)

Date: March 4, 2026

Transmitted - Via Email

Niles Fetter
Civil Engineer – Streets
City of Ashland
2020 6th St. E
Ashland, WI 54806

RE: *City of Ashland Kreher Park Boat Launch Contract Administration and Construction Observation Services*

Dear Niles:

On behalf of SmithGroup Inc., (“SmithGroup”) I am pleased to submit this proposal for the City of Ashland Kreher Park Boat Launch Contract Administration and Construction Observation Services. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

SmithGroup understands that the City of Ashland has requested Contract Administration and Construction Observation Services for the Kreher Park Boat Launch Project, to include full on site staff support during Construction activities. We understand an April construction start date is anticipated upon ice out within Chequamegon Bay and completion is anticipated for August 1st, 2026.

SCOPE OF SERVICES

The following Scope of Services are for SmithGroup to provide Contract Administration and Construction Site Observation for the Kreher Park Boat Launch.

Task 1– Contract Administration

- Review up to thirty (30) submittals and RFIs and provide responses to the Contractor.
- Review Pay Applications and provide recommendations for City approval - estimated at 8 hours per month.
- Eight (8) Bi-weekly Progress Meetings for SG staff with City Staff and Contractor to be held virtually, including corresponding preparation time and summary notes. Meetings to be led by SmithGroup.

Task 1 Deliverables

- Submittals and RFI reviews
- Contractor Pay Application Submittal Review and Recommendations for Approval
- Meeting Agendas and Minutes

Task 1 Estimated Cost: \$35,600

Task 2–Construction Observation

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City of Ashland

Kreher Park Boat Launch
Ashland, WI

SmithGroup
Project Number 00015639

SMITHGROUP

Daily onsite Construction Observation will be provided by our project partners, Long Island Engineering and Barr Engineering Company. Long Island Engineering will provide 20 hours of site observation per week as outlined in their attached proposal and will contract directly with the City. Barr staff will provide observation the other three days per week for 10 hours per day, as well as providing specialized staff during pile testing and pile installation activities. To support Barr and Long Island's observation services, SmithGroup will also provide the following onsite observation services:

- Site visits to observe and evaluate construction adherence to Contract Documents.
 - Preconstruction meeting with Contractor and Village on site.
 - One (1) Punch List Visit and one (1) Final Confirmation Site Walk by Engineer

Task 2 Deliverables

- Site Observation Reports
- Substantial Completion Certificate

Task 2 Estimated Cost: \$ 15,000 For SmithGroup; \$157,800 for Barr Services; \$40,500 for Long Island Engineering's Services to be directly contracted with City of Ashland.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions were used in development of this proposal:

- SmithGroup will serve as Construction Contract Administrator on behalf of the City for the duration of construction activities providing services in accordance with the General Conditions of the Contract between the City and the Contractor.
- This scope of work assumes an April 2026 construction start date and August 2026 completion. If construction is delayed or extends beyond the August 1st, 2026 date, services can be performed in accordance with SmithGroup's current hourly rates, or a new Contract Modification can be prepared.
- Pre-construction and post-construction surveys will be the responsibility of the Contractor
- Long Island Engineering will contract directly with the City of Ashland.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

SCHEDULE

Services will commence upon Notice to Proceed. It is currently anticipated that these services will be provided from February, 2026, to August 1st, 2026, with onsite activities expected from April 2026 through July 2026.

CONSULTANTS

City of Ashland

Kreher Park Boat Launch
Ashland, WI

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SmithGroup
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SMITHGROUP

SmithGroup anticipates using the following Consultant(s) for this project and the costs will be borne by SmithGroup and are included in SmithGroup projected fee.

Barr Engineering Company – Onsite Construction Observation Services

COMPENSATION

City of Ashland shall compensate SmithGroup for the scope of services outlined above on a Time and Materials basis not to exceed \$208,400 to include estimated expenses. Long Island Engineering will bill the City directly.

REIMBURSABLE EXPENSES – is this included on top of the above or

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$0.725 per mile.
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy.
3. Postage, express charges and other similar items.
4. Models, renderings, photography and other special presentation material for other than SmithGroup's own use.
5. Regulatory Agency review fees; and
6. Employment of, with Client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 10% management fee.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon City of Ashland's approval of an estimated fee for that effort or, if not agreed otherwise, City of Ashland shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

City of Ashland

Kreher Park Boat Launch
Ashland, WI

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SMITHGROUP

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to City of Ashland documents which include (i) City of Ashland internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of City of Ashland as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). City of Ashland shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. City of Ashland agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). City of Ashland acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify City of Ashland and City of Ashland hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to City of Ashland, SmithGroup grants City of Ashland a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with City of Ashland's internal use of the documents and for no other purpose. City of Ashland acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to City of Ashland by SmithGroup in connection with this Agreement is for the sole internal use of City of Ashland, including all subsidiaries of City of Ashland, and may not be used or relied upon by any third party; provided that City of Ashland may incorporate into documents that City of Ashland intends to disclose externally SmithGroup summaries, calculations or tables based on City of Ashland information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to City of Ashland hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Ashland covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of Ashland agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Ashland further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Ashland understands that the Files have been prepared to SmithGroup's criteria and may not conform to City of Ashland's drafting or other documentation standards. City of Ashland understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Ashland that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Ashland will hold SmithGroup harmless for any data or file clean-up required to make these Files usable.

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City of Ashland

Kreher Park Boat Launch
Ashland, WI

SmithGroup
Project Number 00015639

SMITHGROUP

City of Ashland understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Ashland will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Ashland agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Ashland. Under no circumstances shall transfer of Files to City of Ashland be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, CITY OF ASHLAND AGREES THAT THE TOTAL AGGREGATE LIABILITY OF SMITHGROUP, INCLUDING ITS AFFILIATES, CONSULTANTS, DIRECTORS, OFFICERS, AND EMPLOYEES, IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

INSURANCE PROGRAM

SmithGroup maintains an industry standard insurance program to help manage risk that contains terms no less stringent than the following: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000 dollars in the aggregate; (b) Commercial Automobile Liability Insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$5,000,000 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance), which policy also includes Cyber Liability Insurance for financial losses arising from destruction or corruption of data, including but not limited to privacy and data security breaches, virus transmission, unauthorized access, denial of service and loss of income from network security failures, with minimum limits of US\$5,000,000; (e) Workers Compensation Insurance covering SmithGroup employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial Crime Insurance including coverage for loss or damage resulting from theft committed by SmithGroup employees, acting alone or in collusion with others, and coverage for computer crime, with a minimum per event and annual aggregate limit of US\$1,000,000. Upon request, SmithGroup shall promptly furnish the Client with a certificate evidencing the coverages set forth above.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Ashland acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

City of Ashland

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SMITHGROUP

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Ashland acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both Parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)

City of Ashland (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment A:
2026 SmithGroup Standard Rates

Attachment B:
Barr Engineering Company Proposal

Attachment C:
Long Island Engineering, LLC Proposal

City of Ashland

Kreher Park Boat Launch
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SMITHGROUP

City of Ashland

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LETTER FORM PROPOSAL

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SMITHGROUP

Billing Rates - 2026

Architect I	\$118	Lab Planner I	\$120
Architect II	\$141	Lab Planner II	\$145
Architect III	\$186	Lab Planner III	\$250
Architect IV	\$236	Lab Planner IV	\$300
Architect V	\$295	Lab Planner V	\$340
Interior Design I	\$112	Medical Planner I	\$120
Interior Design II	\$135	Medical Planner II	\$145
Interior Design III	\$180	Medical Planner III	\$235
Interior Design IV	\$227	Medical Planner IV	\$300
Interior Design V	\$260	Medical Planner V	\$340
Mechanical Engineer I	\$135	Structural Engineer I	\$130
Mechanical Engineer II	\$174	Structural Engineer II	\$176
Mechanical Engineer III	\$202	Structural Engineer III	\$197
Mechanical Engineer IV	\$242	Structural Engineer IV	\$259
Mechanical Engineer V	\$287	Structural Engineer V	\$295
Electrical Engineer I	\$135	Urban Planner I	\$108
Electrical Engineer II	\$157	Urban Planner II	\$141
Electrical Engineer III	\$184	Urban Planner III	\$168
Electrical Engineer IV	\$238	Urban Planner IV	\$195
Electrical Engineer V	\$280	Urban Planner V	\$205
Plumbing Engineer I	\$120	Lighting Designer I	\$135
Plumbing Engineer II	\$155	Lighting Designer II	\$160
Plumbing Engineer III	\$175	Lighting Designer III	\$210
Plumbing Engineer IV	\$200	Lighting Designer IV	\$235
Plumbing Engineer V	\$250	Lighting Designer V	\$280
Fire Protection & Life Safety Engineer I	\$125	Senior Building Performance Analyst	\$245
Fire Protection & Life Safety Engineer II	\$165	Building Performance Analyst	\$195
Fire Protection & Life Safety Engineer III	\$190	Renewable Energy Specialist	\$385
Fire Protection & Life Safety Engineer IV	\$235	Sustainability Specialist	\$155
Fire Protection & Life Safety Engineer V	\$330		
Landscape Architect I	\$108	Project Manager	\$250
Landscape Architect II	\$130	Senior Project Manager	\$290
Landscape Architect III	\$162	Design Principal	\$290
Landscape Architect IV	\$190	Principal in Charge	\$320
Landscape Architect V	\$245	Project Executive	\$360
Civil Engineer I	\$130		
Civil Engineer II	\$157		
Civil Engineer III	\$173		
Civil Engineer IV	\$195		
Civil Engineer V	\$260		

1. The term "Architect" or "Engineer" is used for billing purposes only, to indicate that the individual is in the corresponding Discipline and may or may not be licensed within the project jurisdiction.
2. Rates may be adjusted annually and be effective January 1, of each year.



March 4, 2026

Tim Wagner
SmithGroup
44 East Mifflin Street, Suite 500
Madison, WI 53703

Re: Kreher Park Boat Launch – Construction Observation Support – Revision 1

Dear Tim:

Barr Engineering Co. (Barr) is pleased to submit this proposal for the Kreher Park Boat Launch construction project. We understand that Wren Works (WW) was selected and contracted by the City of Ashland (City) to construct a new boat launch at Kreher Park (Site) located in Ashland, Wisconsin. SmithGroup (SG) has been hired by the City to oversee the construction activities. SG will provide Construction Administration (CA) services, which include reviewing and overseeing the construction process. SG is requesting assistance from Barr for on-site construction observation support.

Project Understanding

The boat launch construction will include installing a pile-supported bridge to access double paved boat ramps and three floating docks along approximately 100 feet of the Kreher Park shoreline. Both the upland and aquatic areas of the new boat launch are in remediated areas with environmental restrictions in place (e.g., barrier caps, groundwater pumping system). The remediation work was completed by Northern States Power, (NSP) under the EPA Superfund program. Following completion of the site remedy, an operation and maintenance (O&M) manual along with restrictive covenants were developed to outline site development restrictions and requirements.

In 2025 SG worked with Barr to prepare a boat launch design package that was consistent with the environmental restrictions and covenants for the site. SG is the engineer of record for this design and Barr provided SG with technical assistance related to environmental support along with completing a bathymetric and upland survey of the Site. SG submitted a boat launch design package to the City for construction bidding in the fall of 2025. In January 2026, the City selected WW as the successful bidder to construct the project.

Scope of Work

SG has requested assistance from Barr for construction observation throughout the construction phase of the project. The construction support services will include working with SG to observe WW construction practices, particularly from environmental, geotechnical, and structural perspectives, and to provide project updates to SG. SG will provide direction to Barr, and Barr will communicate directly with SG, so SG can communicate directly with the City. Pete Demshar will be Barr's project manager, and Jamie Bankston will be Barr's principal in charge of this project. Directions from SG to Barr shall be provided to Pete Demshar. The following scope of work and assumptions are based on the current understanding of previous work completed to date and our discussions with SG.

Item 1 Weekly Full Time Onsite Support

To assist SG, Barr will provide full time on-site support for sheet pile installation. The sheet pile installation activities are estimated to take three (3) weeks. Prior to construction, Barr will review the design documents with SG and attend an on-site pre-construction kick-off meeting with SG, WW, and the City. Barr will also develop a project-specific safety plan for our field staff.

The full time construction observation will involve daily observation by one Barr field staff person for approximately three (3) weeks. We expect one to two Barr staff members to share the full-time field observation weeks. Field staff will be assigned based on availability and the required observation specialty (e.g., structural, geotechnical, environmental, etc.). It is assumed that the construction activities will take place Monday through Saturday and will not exceed 10 hours a day.

Barr will provide daily documentation of sheet piling and construction activities and progress to SG. The following information will be included in the weekly reports:

- Current site conditions
- Summary of tasks completed
- Material quantities tracking
- Field testing completed and results of testing
- Planned future work
- Photographic log of the daily work and relevant observations

It is assumed that the Barr field staff will mobilize and demobilize once per week. The Barr field staff will generally be staffed from Barr's Duluth office, but depending on staff availability, personnel from Barr's Hibbing or Minneapolis offices may be utilized.

In the event of adverse weather, construction delays, or gaps in construction sequencing, Barr will charge a standby daily rate. The standby rate assumes a minimum of 8 hours for each day and travel expenses. If more than one weather day, project delay, or sequencing event is expected, the Barr field staff will demobilize.

Item 2 Weekly Part Time Onsite Support

Outside of the sheet piling activities, Barr will additionally assist SG and provide weekly site visits to observe construction activities for the boat launch installation.

The part-time construction observation will involve oversight by one Barr field staff member, three days a week, with mobilization and demobilization on the first and third days of the shift. The weekly part-time on-site support will occur outside of the full-time sheet piling oversight. We expect up to three Barr staff members to rotate for field observations throughout the project. Field staff will be assigned based on availability and the required observation specialty (e.g., structural, geotechnical, environmental, etc.). It is assumed that the construction activities will take place Monday through Saturday and will not exceed 10 hours a day. Oversight will focus on the geotechnical, structural, and environmental components of the project.

Barr will provide daily documentation of construction activities and progress to SG. The following information will be included in the daily reports:

- Current site conditions

- Summary of tasks completed
- Material quantities tracking
- Field testing completed and results of testing
- Planned future work
- Photographic log of the daily work and relevant observations

It is assumed that the Barr field staff will mobilize and demobilize once per week. The Barr field staff will generally be staffed from Barr's Duluth office, but depending on staff availability, personnel from Barr's Hibbing or Minneapolis offices may be utilized.

In the event of adverse weather, construction delays, or gaps in construction sequencing, Barr will charge a standby daily rate. The standby rate assumes a minimum of 8 hours for each day and travel expenses. If more than one weather day, project delay, or sequencing event is expected, the Barr field staff will demobilize.

Item 3 Office Support and Senior Engineer Site Visits

Barr office staff will provide regular support to field staff and SG as requested. It is also assumed that a senior geotechnical or structural engineer will be on-site full time during pile load testing. Pile load testing is estimated to take one week. The following meetings are assumed based on the schedule provided and discussions with SG:

- Barr project management and technical staff will participate in a virtual pre-construction meeting with SG, WW, and the City. One two-hour meeting for four staff is assumed.
- Barr staff will attend the on-site pre-construction kickoff meeting. One four-hour meeting for two staff mobilizing out of Duluth is assumed.
- Barr project management and technical staff will attend meetings as needed with SG, field staff, senior engineers, and project management to assess construction reporting and progress. Eight meetings with up to three staff are assumed.
- The Barr project manager and/or senior engineer will attend bi-weekly construction meetings virtually with WW, SG, and the City. Six one-hour bi-weekly meetings with up to two office staff are assumed.

Schedule

Our schedule for this work will depend on the actual timing for project construction. Based on initial conversations with you, we understand that construction is targeted to start in the spring of 2026 and have a duration of approximately twelve weeks.

Cost Estimate and Terms of Payment

Barr will complete the proposed work on a time and materials basis. Our estimate of costs to provide the scope of services presented above is summarized as follows.

Description	Per Week Cost	Estimated Weeks	Estimated Total
Item 1 Weekly Estimated Full Time Onsite Support	\$15,000 ⁽¹⁾		
• Weekly On-Site Time and Reporting	\$12,000	3	\$45,000
• Weekly Expenses	\$2,000		
• Mob and Demob	\$1,000		
Item 2 Weekly Estimated Part Time Onsite Support	\$9,400 ⁽¹⁾		
• Weekly On-Site Time and Reporting	\$7,300	9	\$84,600
• Weekly Expenses	\$1,100		
• Mob and Demob	\$1,000		
Item 3 Office Support and Senior Engineer Site Visits	-	-	\$28,200
Estimated Total Cost			\$157,800

⁽¹⁾ Expected on-site cost with average assumed on-site staff billing rates

We will keep you informed of the amount of time used as the work progresses and will not exceed the approved maximum cost without your prior approval. Work will be completed on a time and materials basis.

Thank you for the opportunity to provide assistance on your project. If you have any questions, please call me at (952) 832-2867 or by email at jbankston@barr.com or Peter Demshar at (952) 913-6392 or by email at PDemshar@barr.com.

Sincerely,



Jamie Bankston, PE
 Vice President
 Barr Engineering Co.

Attachment C



Todd Gibbon
Long Island Engineering LLC
201 Maple Ridge
Ashland, WI 54806

February 26, 2026

Tim Wagner
SmithGroup
44 East Mifflin Street, Suite 500
Madison, WI 53703
715-682-7045

Mr. Wagner:

Thank you for the opportunity to team with you to provide part time coverage for construction observation support for the City of Ashland Kreher Park Boat Launch Project. Long Island Engineering LLC is prepared to assist your onsite representatives on an as-needed basis throughout the construction period.

Project Overview

We understand that you are requesting Construction Observation support for construction of a new Boat Launch at the Xcel Energy Superfund Site.

We understand that SmithGroup is requesting construction observation support for the new boat launch at the Xcel Energy Superfund Site. The project was preliminarily designed by AMI, with final design completed by SmithGroup. The construction contract has been awarded to WrenWorks.

WrenWorks has indicated that construction will begin in April and be completed by the end of July. For budgeting purposes, this proposal assumes 20 hours per week for 12 weeks.

Long Island Engineering can commit an average of two days (20 hours) per week for City of Ashland projects. If the boat launch construction overlaps with other City projects (Willis Avenue or 13th Avenue), our total combined availability remains limited to two days per week. Additional coverage may be provided when available; however, coverage cannot be guaranteed on short notice under a part-time contract.

Work Plan

Long Island Engineering has developed the following work plan and cost estimate to provide part time onsite construction observation support during the boat launch construction project.

- Task 1 Boat Launch Construction Representation \$40,500**
Provide part-time onsite construction observation for an estimated twelve-week construction period (April through July 30, 2026). Coverage is estimated at 20 hours per week, typically one to two days onsite. Time includes field documentation, daily notes, and photographs submitted to SmithGroup for as-built records.

Long Island Engineering Deliverables

For this project, Long Island Engineering LLC will provide the following:

- On site project representation.
- In field measurements for quantities.
- Project notes and photos in PDF report.
- Coordination with SmithGroup staff as needed for field issues.

SmithGroup Deliverables

The following items are not included in Long Island Engineering’s scope of work and fee, but are assumed to be part of the SmithGroup deliverables for Construction Admin.

- Review submittals with notes and directives
- Review shop drawings with notes and directives
- Pile Driving Analyzer (PDA) testing, coordination, and review (Barr Engineering).
- Responses and associated sketches and/or drawing revisions for RFIs
- Final Walkthrough Report (Punch List)

Exclusions

The following are not included in scope and fee.

- Nuclear density testing.
- Soil sampling and gradation.
- Redesign approvals.
- Surveying or layout for the boat launch.

Fee Estimate

We propose to complete **Task 1** in the scope of work on a Time and Material basis for an estimated fee of **\$40,500**. Each task will be billed as a separate project.

If additional work is required above the not to-exceed-limit, Long Island Engineering will stop work and discuss the potential effects of this on the project prior to moving forward with any additional work. The following rates apply to staff that may work on this project. No additional work will proceed until written approval from City staff is received by Long Island Engineering LLC.

- Senior Engineer \$169/hr
- Civil Tech \$70/hr

Schedule

February 26, 2026

Page 3

Todd Gibbon, PE, will be the sole representative providing onsite construction observation during the 2026 construction season. Due to the part-time nature of this role, onsite coverage may vary and cannot be guaranteed during periods of illness or scheduled leave. No alternate representatives will be provided under this proposal.

This proposal is intended for budgetary purposes. If acceptable, Long Island Engineering will contract directly with the City of Ashland for these services. This proposal is valid for **30 days** from the date above.

We look forward to beginning work on this project as soon as you give us a notice to proceed. If you have any questions, please contact Todd at 715-209-4747/email longislandengineeringllc@outlook.com.

Sincerely,

Long Island Engineering, LLC

Todd Gibbon, PE, CFM

2/26/2026
Date

Accepted by:

Date

Date

Date

SUBJECT: Approve to Appropriate \$119,308 from the General Fund, and \$38,100 from Special Revenue-Breakwall Maintenance Fund for Construction Contingency the 2026 Kreher Park Boat Launch Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Chapter 194.08 Ashland City Ordinances

EXPENDITURES REQUIRED: \$157,408.00 - Fund 481 Parks & Grounds - 7.5% of Construction Contract

AMOUNT BUDGETED: -\$0-

APPROPRIATION REQUIRED: \$ 38,100.00- Fund 250 Breakwall Maintenance (Fund Withdrawl)
\$119,308.00- Fund 100 General Fund-Fund Balance
\$157,408.00- Total

TREASURER'S CERTIFICATE: N/A

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

SUMMARY STATEMENT:

At the January 13, 2026 meeting, the Council approved a contract with Wren Works, LLC for construction of the Kreher Park Boat launch. At the time, staff informed Council that the cost of the bids exceeded the amount of funding budgeted for the project and the Council approved the appropriation of \$100,000 in additional funding to allow the project to be awarded.

Staff also informed the Council that they would continue to work to identify additional funding for a construction contingency to be utilized in the event that unexpected expenses are incurred during construction. Staff is proposing the appropriation of funds from Special Revenue Fund 250 Breakwall Maintenance. Staff has consulted with a technical expert in marine construction and determined that remaining funds would be sufficient to support repair of the breakwall in the event of damage. In addition, staff is proposing the appropriation of fund balance from the General Fund in the amount of \$119,308. The Finance Director has confirmed that these funds are available and will not negatively impact the City's budget.

Thus, staff is recommending that Council appropriate these funds to the contract contingency fund. The contingency fund would be overseen by the City Administrator and funds would only be expended in specific circumstances resulting in unexpected expenses during construction.

(d) Professional Services.

HISTORY

Amended by Ord. [2022-1959](#) Amends Section 194.06. Exceptions. Adds (d) Professional Services. on 3/29/2022

Amended by Ord. [2024-2005](#) on 11/12/2024

194.08 Change Orders

- (a) Change orders on City contracts may be approved by the City Administrator if there is a contract contingency fund sufficient to cover the amount of the change order.
- (b) Change orders on City contracts may be approved by the City Administrator in excess of the total budgeted amount for a project, including the contingency fund, upon request of the Department Director and the approval of the Finance Director to rebudget department funds but for no more than \$25,000.
- (c) All other change orders must be approved by the City Council.

HISTORY

Amended by Ord. [2022-1959](#) Amends section 194.07(a). Change Orders. on 3/29/2022

Amended by Ord. [2024-2005](#) on 11/12/2024

194.09 Federal Procurement Standards

- (a) Procurement of goods and services that pertain to the expending of federal grant dollars shall follow guidelines per the Office of Management and Budget (OMB) Uniform Guidance procurement standards 2 CFR 200.318 through 200.326 or Sections 194.01 through 194.08 of this Chapter whichever is more stringent.

HISTORY

Adopted by Ord. [2018-1910](#) Adopts Section 194.08. Federal Procurement Standards. on 12/11/2018

Amended by Ord. [2024-2005](#) on 11/12/2024

SUBJECT: Consider Increasing the Downtown Facade Grant Award for Applicant Tim Pavlish, 417B Main Street West, Ashland from \$11,517.45 to \$16,043.07 (Administration) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator

EXHIBITS:

1. September 2025 Downtown Facade Improvement Grant - 417B Main Street
2. Tim Pavlish Grant Increase Request
3. March 2026 Downtown Facade Improvement Grant - 417B Main Street

EXPENDITURES REQUIRED: \$4,525.62

AMOUNT BUDGETED: \$100,000 - Downtown Facade Grant Program

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved the 2026 facade grant proposals to move forward to the Council for full approval, which occurred on October 14, 2025.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The City of Ashland "will work to protect and strengthen our natural setting and resources; our small city character and our sense of community; our heritage; our arts, architectural roots, and recreational assets; and our economic prosperity."

SUMMARY STATEMENT:

On August 13th, 2025 the City published an RFP for facade improvement grant projects on Main Street, specifically to improve historic storefronts and signage. The City had \$100,000 available through its TIF District available to fund this grant program. Applications were due on September 12th, 2025. Five applications were submitted and all five were funded. The COW discussed and approved moving the 2026 facade grant projects forward to the Council for approval, which occurred on October 14th, 2025.

Since the October Council approval, property owners Tim Pavlish and Elizabeth Andre have requested an increase in their grant award amount based on additional historic renovations not included in their original proposed costs. The property owners received a Downtown Facade Grant of \$11,517.45 as approved by Council in 2025 to assist them in completing renovations to their front (Main Street) facade of their property at 417B Main Street West. According to the applicants the design is the exact same as proposed earlier based on the rendering from Joe Lawniczak, Downtown Design Specialist at the WEDC Main Street Program. The elements not included in the original proposed price of the project are as follows:

- Upgrade to commercial door hardware including ADA required door closer
- Custom colors that were not included in the original price estimate from H Window and KV Build
- Fixed sash windows rather than direct set windows, which are much more historically appropriate
- Douglas Fir interior wood, which is also more historically appropriate

This has raised the price of the project to a proposed \$32,086.15 from the original proposal of \$23,034.91.

The new matching amount is still within the maximum matching amount of \$20,000 stated in the original grant RFP. The property owners are requesting an adjustment to still get the 50/50 match with the higher cost of the more historically appropriate updates. The amount originally approved by Council was \$11,517.45 and there was no contingency in the grant agreement. The revised matching amount would now be \$16,043.07, which is \$4,525.62 above the original matching amount. Staff verified that budgeted funds are available to cover the requested increase. Since the applicants are requesting funding beyond what was originally approved by Council, staff is referring this item to the Council for approval of the requested funding increase. The original grant application approved in October 2025 and Mr. Pavlish's email requesting additional funding are included in the packet materials.

Lumi Norr Properties LLC
909 9th Ave. W.
Ashland, WI 54806

September 12, 2025

City of Ashland
Attn: Brant Kucera, City Administrator
601 Main Street West
Ashland, Wisconsin 54806

Dear Mr. Kucera,

Please accept this application for the City of Ashland Downtown Building Façade Grant Program. We plan to rehabilitate the façade of 417B Main Street W—the former location of Northern Dye Works and the future home of the community non-commercial radio station WVCB-LP 97.7FM, the Voice of Chequamegon Bay. This building is on a high-traffic, high-visibility block of Main Street, and the radio station will contribute additional vibrancy with views from the street into the on-air studio and space for in-studio musical performances.

Earlier this year we acquired the building in a state of disrepair. Details of the extensive repairs and restoration work are provided below. Please note that we are requesting matching grant funds from the City for *only* the façade work. We are funding the remaining repairs and restoration work ourselves.

At some point in the past, the original brownstone façade with large windows was removed and replaced with wooden siding and one small window. The existing façade has rotted to the point it is possible to push one's finger through it. We have been working with Joe Lawniczak from Wisconsin Main Street, a program of the Wisconsin Economic Development Corp (WEDC), to design a new façade that will be historically appropriate. The aim of the façade redesign is to match the period of significance (1884-1937) for Ashland's Second Street Historic District. The storefront window and entry door will be enlarged significantly, and new more historically appropriate lap siding with four-inch reveal will be installed to replace the current non-historic siding. The intent is to construct the new façade exactly as Joe has designed it, as seen in the attached depiction.

We have also attached a project cost estimate breakdown from KV Build. The total estimated project cost is \$23,034.91. Because the estimated project cost is associated with façade restoration and returning the façade to a more historically accurate state, we are requesting half of the project cost (\$11,517.45) to be Grant Funded, and half (\$11,517.46) will be Match Funded by us as owners of the property.

In addition to the façade restoration, we are renovating the interior bathroom to make it ADA accessible, repairing the building's back wall which is collapsing, insulating the roof and installing a new membrane roof, installing a heat pump to service the HVAC needs of the

building, updating all electrical and removing the drop ceiling to bring back the original 14' tall ceiling.

Receiving a Façade Improvement Grant to subsidize the cost of installing a more historically accurate façade would prove pivotal to the finances of the overall rehabilitation project of 417B Main St W. Thank you for considering our application.

Sincerely,



Tim Pavlish



Elizabeth Andre

Lumi Norr Properties, LLC
651-592-2091

Attachments: Building drawings and current and historical photos
Proposal from KV Build for work to façade



BEFORE

417B



417B



AFTER

417B



417B MAIN STREET
JANUARY 17, 2025

ASHLAND, WI
JOE LAWNICZAK

KV Build

Proposal for Pavish - 417B Front Fascade

417b Main Street West, Ashland, WI, USA

About KV Build

Expert Knowledge. Lasting Value.

Count on KV Build to do the job right.

“Will the work we do today hold up 100 years from now?” That’s the question we ask ourselves before beginning any project, because providing long-lasting value is at the core of who we are.

Quality home construction, renovation, insulation and excavation save money over time and contribute directly to strong families and healthy communities. We share those values with our customers, and we bring them to life with expert knowledge and an unwavering focus on providing the highest possible return on your investment.

Nobody knows more than we do about how to provide enduring value.

And no one is more committed to delivering it than KV Build.



Eric Dymesich
Owner, COO



Isac Dymesich
Owner, CEO

Scope of Work

This project would be to revamp the front facade of the building. We would remove all the olds windows and door to the front of the building to make way for new fixed windows and door. We would modify the existing opening to accommodate the new windows units and door. Then we would spray foam the window and door cavities, put up new sheathing, Tyvek for a weather resistant barrier, and new LP siding and trim all the way up the front of the building per the modified drawings.

Project Estimate

ITEM	PRICE
Carpentry	\$21,206.84
Demo Demo existing facade removing all front windows and door, this includes disposal.	\$3,200.00
Framing Wall framing materials, including studs, plates, sheathing and fasteners.	\$2,400.00
Exterior Doors & Windows H Window direct set windows and exterior front entry door per specs. Std Ext Powder coated interior, Unfinished red oak interior, glass 22-pane with low-e 270 #2 with argon fill and warm edge spacer, Verona, Black handle straight, w/216N backplate w/key cylinder, ADA threshold dark bronze.	\$7,756.84
Exterior Door & Window Installation This includes picking the units up from H-Window and install	\$2,250.00
Siding & Trim LP Smart siding and trim	\$3,800.00
Drywall, Tape, Prime & Paint Installation of ceiling and wall drywall 5/8" on ceilings and 1/2" on walls	\$1,800.00
Insulation	\$400.00
Insulation Spray foam In between window, door jambs	\$400.00
Uncategorized	\$1,200.00
Trim 1 x Maple stained	\$1,200.00

Subtotal	\$22,806.84
Management Fee (1.00%)	\$228.07
Tax	\$0.00
Total	\$23,034.91

Contract

Due to the current volatility of materials pricing it is not possible to guarantee any construction pricing beyond a few days. Because of the current market conditions KV TECH reserves the right to adjust pricing at the time that the work is to be completed to current material and labor rates. KV TECH will adjust labor rates quarterly to adjust for changes in the labor market. Material prices, at the time the work is performed, will be adjusted up or down from the material price listed in the estimate to the actual material cost at the time the work is performed. Every effort will be made to obtain the best possible pricing for the contracted work and to acquire the materials needed for the work in a timely manner. The industry in general is currently dealing with substantial delays in material supply and daily price fluctuations, it is because of this extreme volatility that we have been forced to step away from guaranteed, fixed price contracts. If you have further questions about how this could affect your project pricing and timing, please discuss this with your salesperson.

All bank transfers are subjected to a 1% processing fee that will be added to the invoicing schedule.

I acknowledge that I have read the above pricing statement and agree to enter into this contract with the understanding that the pricing is not guaranteed and may change without notice. Initials _____

1. KV TECH will provide and maintain Commercial General Liability insurance for the project: Claims for damages because of bodily injury or property damage to any person other than employees. Certificate of insurance will be provided on request.
2. Contractor supplied materials: For the purposes of this contract all materials supplied by the Contractor are considered owned by the contractor until installed in the building project and the Contractor will provide insurance coverage for materials used in the project until installed in the house. The Home Owner will maintain insurance on the house during the construction project.
3. Owner Supplied Materials: Materials supplied for the project are owned by the Building Owner and will not be insured by the Contractor.
4. KV TECH will maintain worker's compensation insurance as required by the State of Wisconsin for the duration of the project and the Home Owner will not be liable in any way for any worker injured on site during the course of the project.
5. "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".
6. Any dispute arising out of implementation or interpretation of the terms and conditions of this Contract, including, without limitation, its termination, will be resolved by binding arbitration conducted by one arbitrator selected through the mutual agreement of the parties. In the absence of agreement by them within ten business days after either party makes a written request to the other that their dispute be submitted to arbitration, the selection will be made as provided in the laws of the State of Wisconsin. Each party will initially bear equally the arbitrator's fees and costs. The parties agree that the arbitrator will not be empowered to award damages in excess of compensatory economic damages unless a statute

requires that compensatory damages be increased in a specifically stated, clear manner. Each party expressly waives and foregoes any right to punitive damages, and agrees that the arbitrator will not be empowered to award punitive damages under any circumstances.

The dispute resolution provisions of the Contract are the sole and exclusive means of resolving all disputes subject to its provisions, except that the prevailing party may enter a judgement in a court of competent jurisdiction on the arbitrator's award and thereafter seek enforcement of that judgement in accordance with the law.

7. KV TECH will and hereby does warranty all labor, materials and equipment furnished on the project for a period of one year against defects in workmanship or materials utilized. Any manufacturer's warranty will prevail.

8. KV TECH offers extended warranties on portions of the work, extended warranties will be offered as a separate document and the terms of the extended warranty will be expressed in the Warranty Contract.

9. Payment terms. A down payment amount will be listed for each component of the project, the down payment amount for each component will be deducted from progress invoice as that component of the project is completed. The Home Owner agrees to pay the Contractor the invoiced amount in a timely manner for all progress invoices. A timely manner for the terms of this Contract is 15 days from the receipt of the invoice. KV TECH reserves the right to invoice for interest charges on invoices over 15 days past due. Interest charges will not exceed 1.5% per month.

10. Change orders. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Home Owner and/or the Contractor. There is a \$100.00 processing fee for any change order WHETHER it is added to the contract or not. No changes will occur until the change order is signed and returned to KV Tech.

11. Scope of work. The Home Owner agrees that they have fully examined the Contract documents and that the terms and descriptions of this Contract are fully understood and there is no uncertainty about their requirements, specifications, meaning, and/or that the Home Owner has obtained a full and complete written explanation of what work or materials the documents describe and the Home Owner is ready to proceed with the scope of work under this Contract subject to the performance of other terms and conditions of this Contract. The Contractor will provide a written answer to the Home Owner's inquiry about any uncertainty in the scope of the work at any time.

12. This Contract and any change order(s) approved in writing between the Contractor and Home Owner, after this Contract is signed, contain the entire agreement and understanding between the parties relating to the subject matter hereof and together they supersede all prior written or oral and all contemporaneous oral discussions, negotiations, agreements, promises, understandings, covenants, arrangements and communications between the Contractor and Home Owner in connection therewith.

13. Communication: good communication is essential to the success of any project, a construction project is very complex in that it requires multiple decisions to be made by both Home Owner and Contractor, at times under the pressure of time constraints. To come to the completion of a construction project peacefully and agreeably can be a great challenge; to help provide a means of achieving this objective some guidelines are laid out here.

- a. Be conscious of my feelings and express them in a way that does not blame others for how I feel.
- b. Be aware of the facts. The facts are what all parties can agree on. I know I have arrived at the facts when all parties agree on what are facts.
- c. Be aware of the story I am telling myself. Acknowledge that my version of the situation is just an interpretation of the facts and may or may not match with reality.
- d. Think about and be able to express clearly and plainly what I want in this situation. If I am not clear about what I want I will take some time to be able to be clear about this and then share this with openness.

"The single biggest illusion in communication is that it has actually taken place."

As a party to this construction contract I acknowledge that I have read the above guidelines and commit to implementing them in all communications throughout this project to the extent I am able.

Contractor: _____

Home Owner: _____

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on

your home in the event that a contractor does not pay suppliers or subcontractors.

For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

"Wisconsin Right to Cure Law"

The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action. The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects. People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims. Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations. This document highlights some of the provisions of the "Right to Cure Law", and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights • Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice. • The law does not apply where there is no contract to construct, as in the case of purchasing an existing home. • Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects. • Access must be provided in a timely fashion for inspections, tests, and repairs. • Additional claims made or discovered after an original claim, are treated as separate in terms of time and process. • There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier. • Failure by the claimant, contractor, or supplier to follow the "Right to Cure Law" can result in delay or dismissal of legal or arbitration actions

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor's Response— The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant's Response— If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor's Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant's Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

**The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection. The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529

Did you receive the "Right to Cure" brochure? Yes No Initials _____

Did you receive the "Notice of Consumers Right to Receive Lien Waivers"? Yes No Initials _____

Acceptance:

Owner/Representative signature Date

Owner/Representative printed name
KV TECH Corporation,

Owner/Representative signature Date
Home Owner

Owner/Representative printed name

By electronically signing below, I agree to all portions of the contract above, including the pricing statement and all guidelines listed above. I also agree that I have received the right to cure brochure and notice of consumers right to receive lien waivers.

Attachments

Signature

Builder

Name

Signature

Date

Client

Name

Signature

Date

Name

Signature

Date

Steven Wiley

From: Tim Pavlish <timpavlish@yahoo.com>
Sent: Friday, January 30, 2026 11:22 AM
To: Steven Wiley
Subject: Facade Improvement 417B Main St W

Follow Up Flag: Follow up
Flag Status: Completed

Hi Steven,

I just send an email to Brant, but I got an auto-response that he will be out of the office for 2 weeks. I'm wondering if you know the answer to my question about the facade grant. Here is what I sent to Brant:

Good morning, Brant!

We are working with contractors and H Window to finalize the design and proposed work for the new historic facade at 417B Main Street W.

The design is the exact same as proposed based on the rendering from Joe Lawniczak, Downtown Design Specialist at the WEDC Main Street Program. However, as we formalize the project proposal with the contractor, there are elements that were not included in the original proposed price of the project. These include:

- Upgrade to commercial door hardware including ADA required door closer
- Custom colors that were not included in the original price estimate from H Window and KV Build
- Fixed sash windows rather than direct set windows, which are much more historically appropriate
- Douglas Fir interior wood, which is also more historically appropriate

This has raised the price of the project to a proposed \$32,086.15 from the original proposal of \$23,034.91.

The new matching amount is still within the maximum matching amount of \$20,000 that was stated in the original grant RFP. Is this an adjustment we can make to still get the 50/50 match with the higher cost of the more historically appropriate upgrades, or are we limited to claiming the original amount awarded, which was \$11,517.45? The matching amount we would ideally like to submit would now be \$16,043.07, which is \$4,525.62 above the original matching amount.

Thanks for any insights as we finalize the scope of this project. And thank you for supporting historic rehabilitation in our downtown!

Tim Pavlish
651-592-2091

Lumi Norr Properties, LLC
908 9th Avenue W
Ashland, Wisconsin 54806

March 5, 2026

City of Ashland
Attn: Brant Kucera, City Administrator
601 Main Street West
Ashland, Wisconsin 54806

Dear Mr. Kucera,

Please accept this revised application for the City of Ashland Downtown Building Façade Grant Program. We plan to rehabilitate the façade of 417B Main Street W—the former location of Northern Dye Works and the future home of the community non-commercial radio station WVCB-LP 97.7FM, the Voice of Chequamegon Bay. This building is on a high-traffic, high-visibility block of Main Street, and the radio station will contribute additional vibrancy with views from the street into the on-air studio and space for in-studio musical performances. In early 2025, we acquired the building in a state of disrepair. Details of the extensive repairs and restoration work are provided below. Please note that we are requesting matching grant funds from the City for *only* the façade work. We are funding the remaining repairs and restoration work ourselves. As of this revised application, the rehabilitation items are nearly complete except for the front façade.

At some point in the past, the original brownstone façade with large windows was removed and replaced with wooden siding and one small window. The existing façade has rotted to the point it is possible to push one's finger through it. We have been working with Joe Lawniczak from Wisconsin Main Street, a program of the Wisconsin Economic Development Corp (WEDC), to design a new façade that will be historically appropriate. The aim of the façade redesign is to match the period of significance (1884-1937) for Ashland's Second Street Historic District. The storefront window and entry door will be enlarged significantly, and new more historically appropriate lap siding with four-inch reveal will be installed to replace the current non-historic siding. The intent is to construct the new façade exactly as Joe has designed it, as seen in the attached depiction.

We are submitting this revised application due to an increase in the finalized project cost. The amount of requested matching funds is now \$16,043.07 on a total front façade rehabilitation cost of \$32,086.15. This is a matching funds request increase of \$4,525.61 compared to the original application. The additional cost stems from further historic rehabilitation review from Joe Lawniczak at Wisconsin Main Street and is for:

- Fixed sash windows rather than direct set windows, which are much more historically appropriate
- An upgrade to commercial door hardware including an ADA required door closer
- Custom historic colors that were not included in the original price estimate

- Douglas Fir interior wood, which is also more historically appropriate

In addition to the façade restoration, we are undertaking other renovations using entirely our own funds. These include renovating the interior bathroom to make it ADA accessible, repairing the building's back wall, which is collapsing, insulating the roof, and installing a new membrane roof, installing a heat pump to service the HVAC needs of the building, updating all electrical, and removing the drop ceiling to bring back the original 14' tall ceiling.

Receiving a Façade Improvement Grant to subsidize the cost of installing a more historically accurate façade would prove pivotal to the finances of the overall rehabilitation project of 417B Main St W.

Thank you for considering our application.

Sincerely,



Tim Pavlish
Lumi Norr Properties, LLC



Elizabeth Andre

651-592-2091

Attachments: Building drawings and current and historical photos
Updated proposal from KV Build for work to façade



BEFORE

417B



417B



AFTER

417B



417B MAIN STREET
 JANUARY 17, 2025

ASHLAND, WI
 JOE LAWNICZAK

KV Build

Proposal for Pavish - 417B Front Fascade

417b Main Street West, Ashland, WI, USA

About KV Build

Expert Knowledge. Lasting Value.

Count on KV Build to do the job right.

“Will the work we do today hold up 100 years from now?” That’s the question we ask ourselves before beginning any project, because providing long-lasting value is at the core of who we are.

Quality home construction, renovation, insulation and excavation save money over time and contribute directly to strong families and healthy communities. We share those values with our customers, and we bring them to life with expert knowledge and an unwavering focus on providing the highest possible return on your investment.

Nobody knows more than we do about how to provide enduring value.

And no one is more committed to delivering it than KV Build.



Eric Dymesich
Owner, COO



Isac Dymesich
Owner, CEO

Scope of Work

This project would be to revamp the front facade of the building. We would remove all the olds windows and door to the front of the building to make way for new fixed windows and door. We would modify the existing opening to accommodate the new windows units and door. Then we would spray foam the window and door cavities, put up new sheathing, Tyvek for a weather resistant barrier, and new LP siding and trim all the way up the front of the building per the modified drawings.

Project Estimate

ITEM	PRICE
Carpentry	\$27,968.47
Demo Demo existing facade removing all front windows and door, this includes disposal.	\$3,200.00
Framing Wall framing materials, including studs, plates, sheathing and fasteners.	\$2,400.00
Exterior Doors & Windows H Window (w1) Fixed Sash 57" x 42" Kiwi Kynar SW6737 Exterior, Vertical Grain Douglas Fir Interior Unfinished, 2PN LE/Arg: 1" 270 #2, Black stainless steel glass spacer, without jamb grooves, fins loose (w2) Fixed Sash 57" x 84" Kiwi Kynar SW6737 Exterior, Vertical Grain Douglas Fir Interior Unfinished, 2PN LE/Arg: 1" Temp 270 #2, Black stainless steel glass spacer, without jamb grooves, fins loose, Field Mull Kit w/4 Frame Anchors (w3) Fixed Sash 42-1/2" x 42" Kiwi Kynar SW6737 Exterior, Vertical Grain Douglas Fir Interior Unfinished, 2PN LE/Arg: 1" 270 #2, Black stainless steel glass spacer, without jamb grooves, fins loose (d1) 204 Outswing Nordic Single Door 42-1/2" x 95-1/2" Kiwi Kynar SW6737 Exterior, Vertical Grain Douglas Fir Interior Unfinished, 2PN LE/Arg: 1" Temp 270 #2, Black stainless steel glass spacer, PD Hinge Custom, Custom Handle (add), Recessed Panel, Wood, Aluminum Insulated Panel 1", ADA Threshold Dark Bronze, Automatic Door Bottom (GRP1) Commercial Hardware, Group 1, Bronze finish BF157A47 Push/Pull Set, BtB mounting, MS1850S Deadlock, 1-1/2" backset, 09-904 1-3/4" mortised thumb turn, Mortise key cylinder, door closer (3) 7-7/8" x 144" flat sheet stock aluminum Loyal Blue Kynar, UC138752 (SW6510) Field cutting to size (2) 12" x 120" Flat sheet stock aluminum Kiwi Kynar (SW3737) Field cutting/shaping to size (Kynar #2) Add set up charge for 2nd Kynar finish to match SW6510 Loyal Blue for all flat sheet stock	\$14,218.47
Exterior Door & Window Installation This includes picking the units up from H-Window and install	\$2,250.00
Siding & Trim LP Smart siding and trim	\$3,800.00
Drywall, Tape, Prime & Paint Installation of ceiling and wall drywall 5/8" on ceilings and 1/2" on walls	\$2,100.00

ITEM	PRICE
Insulation	\$400.00
Insulation Spray foam In between window, door jambs	\$400.00
Uncategorized	\$3,400.00
Trim 1 x Maple with amber shellac	\$1,200.00
Interior trim installation labor	\$2,200.00
Subtotal	\$31,768.47
Management Fee (1.00%)	\$317.68
Tax	\$0.00
Total	\$32,086.15

Contract

Due to the current volatility of materials pricing it is not possible to guarantee any construction pricing beyond a few days. Because of the current market conditions KV TECH reserves the right to adjust pricing at the time that the work is to be completed to current material and labor rates. KV TECH will adjust labor rates quarterly to adjust for changes in the labor market. Material prices, at the time the work is performed, will be adjusted up or down from the material price listed in the estimate to the actual material cost at the time the work is performed. Every effort will be made to obtain the best possible pricing for the contracted work and to acquire the materials needed for the work in a timely manner. The industry in general is currently dealing with substantial delays in material supply and daily price fluctuations, it is because of this extreme volatility that we have been forced to step away from guaranteed, fixed price contracts. If you have further questions about how this could affect your project pricing and timing, please discuss this with your salesperson.

All bank transfers are subjected to a 1% processing fee that will be added to the invoicing schedule.

I acknowledge that I have read the above pricing statement and agree to enter into this contract with the understanding that the pricing is not guaranteed and may change without notice. Initials _____

1. KV TECH will provide and maintain Commercial General Liability insurance for the project: Claims for damages because of bodily injury or property damage to any person other than employees. Certificate of insurance will be provided on request.
2. Contractor supplied materials: For the purposes of this contract all materials supplied by the Contractor are considered owned by the contractor until installed in the building project and the Contractor will provide insurance coverage for materials used in the project until installed in the house. The Home Owner will maintain insurance on the house during the construction project.
3. Owner Supplied Materials: Materials supplied for the project are owned by the Building Owner and will not be insured by the Contractor.
4. KV TECH will maintain worker's compensation insurance as required by the State of Wisconsin for the duration of the project and the Home Owner will not be liable in any way for any worker injured on site during the course of the project.

5. "As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".

6. Any dispute arising out of implementation or interpretation of the terms and conditions of this Contract, including, without limitation, its termination, will be resolved by binding arbitration conducted by one arbitrator selected through the mutual agreement of the parties. In the absence of agreement by them within ten business days after either party makes a written request to the other that their dispute be submitted to arbitration, the selection will be made as provided in the laws of the State of Wisconsin.

Each party will initially bear equally the arbitrator's fees and costs.

The parties agree that the arbitrator will not be empowered to award damages in excess of compensatory economic damages unless a statute requires that compensatory damages be increased in a specifically stated, clear manner. Each party expressly waives and foregoes any right to punitive damages, and agrees that the arbitrator will not be empowered to award punitive damages under any circumstances.

The dispute resolution provisions of the Contract are the sole and exclusive means of resolving all disputes subject to its provisions, except that the prevailing party may enter a judgement in a court of competent jurisdiction on the arbitrator's award and thereafter seek enforcement of that judgement in accordance with the law.

7. KV TECH will and hereby does warranty all labor, materials and equipment furnished on the project for a period of one year against defects in workmanship or materials utilized. Any manufacturer's warranty will prevail.

8. KV TECH offers extended warranties on portions of the work, extended warranties will be offered as a separate document and the terms of the extended warranty will be expressed in the Warranty Contract.

9. Payment terms. A down payment amount will be listed for each component of the project, the down payment amount for each component will be deducted from progress invoice as that component of the project is completed. The Home Owner agrees to pay the Contractor the invoiced amount in a timely manner for all progress invoices. A timely manner for the terms of this Contract is 15 days from the receipt of the invoice. KV TECH reserves the right to invoice for interest charges on invoices over 15 days past due. Interest charges will not exceed 1.5% per month.

10. Change orders. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Home Owner and/or the Contractor. There is a \$100.00 processing fee for any change order WHETHER it is added to the contract or not. No changes will occur until the change order is signed and returned to KV Tech.

11. Scope of work. The Home Owner agrees that they have fully examined the Contract documents and that the terms and descriptions of this Contract are fully understood and there is no uncertainty about their requirements, specifications, meaning, and/or that the Home Owner has obtained a full and complete written explanation of what work or materials the documents describe and the Home Owner is ready to proceed with the scope of work under this Contract subject to the performance of other terms and conditions of this Contract. The Contractor will provide a written answer to the Home Owner's inquiry about any uncertainty in the scope of the work at any time.

12. This Contract and any change order(s) approved in writing between the Contractor and Home Owner, after this Contract is signed, contain the entire agreement and understanding between the parties relating to the subject matter hereof and together they supersede all prior written or oral and all contemporaneous oral discussions, negotiations, agreements, promises, understandings, covenants, arrangements and communications between the Contractor and Home Owner in connection therewith.

13. Communication: good communication is essential to the success of any project, a construction project is very complex in that it requires multiple decisions to be made by both Home Owner and Contractor, at times under the pressure of time constraints. To come to the completion of a construction project peacefully and agreeably can be a great challenge; to help provide a means of achieving this objective some guidelines are laid out here.

- a. Be conscious of my feelings and express them in a way that does not blame others for how I feel.
- b. Be aware of the facts. The facts are what all parties can agree on. I know I have arrived at the facts when all parties agree on what are facts.
- c. Be aware of the story I am telling myself. Acknowledge that my version of the situation is just an interpretation of the facts and may or may not match with reality.
- d. Think about and be able to express clearly and plainly what I want in this situation. If I am not clear about what I want I will take some time to be able to be clear about this and then share this with openness.

"The single biggest illusion in communication is that it has actually taken place."

As a party to this construction contract I acknowledge that I have read the above guidelines and commit to implementing them in all communications throughout this project to the extent I am able.

Contractor: _____

Home Owner: _____

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.

For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

"Wisconsin Right to Cure Law"

The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action. The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects. People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims. Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations. This document highlights some of the provisions of the "Right to Cure Law", and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights • Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice. • The law does not apply where there is no contract to construct, as in the case of purchasing an existing home. • Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects. • Access must be provided in a timely fashion for inspections, tests, and repairs. • Additional claims made or discovered after an original claim, are treated as separate in terms of time and process. • There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier. • Failure by the claimant, contractor, or supplier to follow the "Right to Cure Law" can result in delay or dismissal of legal or arbitration actions

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor's Response— The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant's Response— If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor's Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant's Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must

respond within 15 working days.

****The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection. The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529**

Did you receive the "Right to Cure" brochure? Yes No Initials _____

Did you receive the "Notice of Consumers Right to Receive Lien Waivers"? Yes No Initials _____

Acceptance:

Owner/Representative signature Date

Owner/Representative printed name
KV TECH Corporation,

Owner/Representative signature Date
Home Owner

Owner/Representative printed name

By electronically signing below, I agree to all portions of the contract above, including the pricing statement and all guidelines listed above. I also agree that I have received the right to cure brochure and notice of consumers right to receive lien waivers.

Attachments

Status

APPROVED by **Timothy Pavlish** on February 2, 2026

Erica Livingston

Erica Livingston

KV Build

02/02/2026

IP: 172.71.255.52

Timothy Pavlish

Timothy Pavlish

02/02/2026

IP: 172.71.255.51

SUBJECT: Enter into an Updated Professional Services Agreement between the City of Ashland and EPLEX, LLC (DBA E-Plan Exam, LLC) as the Delegated Agent with the Wisconsin DSPS for Plan Review Services (*Planning & Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Attorney
Planning and Development Director

EXHIBITS:

1. Amendment to Professional Services Agreement - January 2026
2. 2023 Professional Services Agreement between the City of Ashland and EPLEX, LLC

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: None

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: The City Treasurer verified on March 5, 2026 that EPLEX, LLC is in compliance with City of Ashland Ordinance 923.10.

COMPLIANCE WITH CHAPTER 51: The City has had an agreement with EPLEX, LLC (DBA E-Plan Exam) for the past three years. The agreement is up for renewal. Since this is a renewal of an existing agreement and no funds are required, staff is placing this directly on the Council agenda.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

In 2023 the City of Ashland became a Delegated Agent under the WI Department of Safety and Professional Services (DSPS). The WI-DSPS delegates some plan review, permitting, and inspection responsibilities to municipalities and other local government entities. This allows the City of Ashland to conduct or contract out plan reviews for many commercial projects. Prior to 2023, most commercial plan reviews and associated fees were submitted to the WI-DSPS. The DSPS has a turnaround time of 30 or more days for commercial plan reviews. Inspections for projects reviewed by the state are handled by the state building inspector for our region. Due to the large geographic area of around 13 counties that the state inspector must cover, he is not able to devote the time here that the local inspector has available.

With Delegated Agent status, the City of Ashland has taken over responsibility of doing some commercial plan reviews and ensuring that the Wisconsin Administrative Code is upheld. E-Plan Exam assisted the City in obtaining its delegated status and has conducted many of the City's plan reviews over the past three years. The City contracted with E-Plan Exam back in 2023 upon obtaining delegated status through the WI-DSPS. The Wisconsin Administrative Code requires that Delegated Agents employ or contract with appropriately credentialed individuals/agencies and remit the appropriate fees to DSPS. E-Plan Exam has licensed Architects and Professional Engineers on staff that conduct plan reviews. The fee schedule contains fees intended to cover the costs of doing the plan reviews. Applicants apply for City of Ashland plan review fees through E-Plan Exam's online portal. Applicants pay the required fees to E-Plan Exam rather than to DSPS. The benefit to applicants and the City is that E-Plan Exam promises a maximum 15 business day turnaround time as opposed to the 30 or more day time of the state. The fees would increase based on inflation and the increased costs of providing the plan review service. E-Plan would continue to remit 10% of the fees collected to the City. E-Plan will also continue to remit a portion of their fees the required amounts to the state. Delegated Agent status has cleared up much confusion on whether the local Building Inspector has jurisdiction on job sites. Instead of the State building inspector, the City building inspector handles inspections for projects reviewed by E-Plan Exam or the City.

E-Plan exam provided a draft updated agreement which staff had the City Attorney review. The City Attorney's office has reviewed this agreement and had no concerns and no recommended changes. The agreement is for another 3-year term and there is a 30-day termination clause in the original agreement that will remain unchanged.

The WI-DSPS will continue to review and inspect plumbing and elevator projects. For electrical applicants submit to the state and the state electrical inspector handles the inspections. For any hospital and medical facility projects that require Department of Health Services (DHS) review, these continue to go to DHS. Commercial Building, HVAC, Fire Alarm, and Fire Suppression reviews for structures of unlimited size not regulated by DHS would continue to be done at the local level. For projects under 50,000 cubic feet in volume, City Staff has the option of reviewing them or sending them to E-Plan for review. For projects 50,000 cubic feet or greater in volume, E-Plan would continue to review them. Projects under 50,000 cubic feet (around the size of a McDonald's or other fast food restaurant) have comprised the bulk of commercial projects in the City until recently, when some larger projects such as the Beaser Avenue apartments and multiple larger projects with the hospital and school district have occurred.

Staff is including the original agreement, proposed updated agreement between E-Plan Exam and the City and fee schedule in the packet materials. Fee revisions are proposed to reflect the impact of inflation and the increased costs of services since the original agreement was approved. Most provisions in the original agreement remain as they were. Staff are very satisfied with the level of service E-Plan Exam have provided over the past three years. E-Plan Exam has improved the turnaround time for required Plan Reviews and met with applicants to explain what code and Plan Review requirements will apply to their projects. E-Plan has a database and can provide data on the status of various projects submitted for review with them. Based on staff's experience over the past three years, staff requests Council approval of the updated agreement between the City and E-Plan Exam.

Amendment to Professional Services Contract
Plan Review

This Contract is by and between the City of Ashland, 601 Main Street West, Ashland, WI 54806, referred to as the Client; and EPLEX, LLC, 12605 W North Ave., PMB 189, Brookfield, WI 53005, referred to as Consultant. Together the Client and Consultant are referred to as the Parties

Recitals

On June 19th, 2023 the Parties entered into a Professional Services Contract, referred to herein as the Contract, for Consultant to provide commercial plan review services to the Client. The Parties now wish to add and/or modify the following provisions to the services outlined in that Contract.

Now, therefore, in consideration of the mutual promises of the Parties herein, the Client and Consultant agree to amend the Contract as follows:

- **Exhibit A.** Exhibit A shall be repealed and replaced with the following:

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

Plan review is limited to Building, HVAC, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines for Accepted Projects.

2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler plan review Fees shall be based upon the fee schedule set forth on **Exhibit A**.
- Base Fees will be split with Client as follows:
 - **90%** of Base Fees that are collected by Consultant are retained by Consultant and **10%** are remitted to Client, in each case in accordance with the terms of the Agreement.
 - Out of Consultant’s retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.
2. A separate plan review fee is charged for each type of plan review.

Base Fee Schedule (“Commercial Plan Base Fees”)

Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
2,500 or less	\$300	\$180	\$150	\$150
2,501 - 5,000	\$350	\$250	\$150	\$150
5,001 - 7,500	\$600	\$350	\$150	\$150
7,501 - 10,000	\$750	\$400	\$200	\$200
10,001 - 15,000	\$850	\$500	\$200	\$200
15,001 - 20,000	\$1,100	\$550	\$200	\$200
20,001 - 30,000	\$1,350	\$600	\$250	\$250
30,001 - 40,000	\$1,700	\$1,000	\$450	\$450
40,001 - 50,000	\$2,300	\$1,350	\$600	\$600
50,001 - 75,000	\$3,200	\$1,700	\$850	\$850
75,001 - 100,000	\$4,000	\$2,400	\$1,200	\$1,200
100,001 - 200,000	\$6,500	\$3,200	\$1,450	\$1,450
200,001 - 300,000	\$11,400	\$7,300	\$3,600	\$3,600
300,001 - 400,000	\$16,800	\$10,600	\$5,300	\$5,300
400,001 - 500,000	\$20,000	\$13,000	\$6,700	\$6,700
Over 500,000	\$22,000	\$14,500	\$7,700	\$7,700

BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES

Note:	1. A Plan Entry Fee of \$100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.
	2. Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be \$150.00.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant’s Plan Examiner and Client’s Inspection Services Department may result in additional charges as appropriate

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Multiple Identical Buildings	Multiple Identical Buildings (the exact same buildings with no changes including mirroring, located on the same site, and submitted at the same time) may take a reduction in the plan review fees after the first building. The plan review fees for Identical buildings after the first one shall be computed on the basis of an area equal to 2,500 square feet plus the plan entry fee.

Plumbing Plan Review Fee Schedule	
Plumbing Site work - Stormwater Review Base Fees (“Stormwater Base Fees”)	
Acres (area of drained to a plumbing system)	Fee
up to 5	\$400.00
greater than 5 up to 10	\$600.00
greater than 10 up to 15	\$750.00
Each acre beyond 15 (rounded up)	\$750.00 base plus \$50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees (“Exterior Plumbing Base Fees”)	
\$45.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees (“Interior Plumbing Base Fees”)	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	\$250.00 + \$4.00 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	\$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant’s Plan Examiner and Client’s Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be \$150.00 for all structures.

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

3. Supplemental Services as Required by Client:

- The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at \$225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
 - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review.
- ✓ Consultation via phone during duration of Project regarding reviews performed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
 - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

O: 414-296-2144

D: 414-635-3274

damattox@eplanexam.com

- **Remainder Unchanged.** All other terms and conditions of the Contract remain unchanged and in effect.

Amendment shall be effective on the latest date on which the Amendment to the Agreement is fully executed by both parties.

By _____

Date: _____

By David Adam Mattox, President

Date: _____

This Professional Services Agreement (“Agreement”) is entered into by and between the City of Ashland (“Client” or “City”) and EPLEX, LLC (DBA as E-Plan Exam) (“Consultant”). The Client and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS the Client is seeking the Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, (“Services”);

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Client and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Client using qualified professionals licensed in the State of Wisconsin to perform work outlined both in this Agreement and Exhibit A.

Consultant will perform Plan Examination services in accordance with the Adopted Building Codes that are enforced by the State of Wisconsin as well as the City, which is the “Authority Having Jurisdiction” over the municipal building codes in accordance with Services.

Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

It shall be up to the sole discretion of the Client as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or other requirements not herein specified but otherwise required by the Client as the Authority Having Jurisdiction.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a “Certified Municipality” for Building and HVAC reviews, as well as any and all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc.), shall be reviewed by Consultant. Client retains the right, should they desire, to perform plan review services of essential drawings, calculations, and specifications for buildings that the Client would have been able to examine without the existence of this agreement.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Client may at any point in time request that the State of Wisconsin perform any plan review in lieu of Consultant. Client is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to full payment for plan review services for all plans Consultant reviewed, regardless of whether the Client accepts the review preformed or not.

Consultant is not obligated to perform services beyond what is required by this Agreement.

2. TIMELINE FOR EXECUTION OF SERVICES

Proposed services as part of this Agreement and outlined in Exhibit A, shall be go into full effect at the time and date of this fully executed Agreement.

3. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between the Client and Consultant shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

4. FEE STRUCTURE

In consideration of the Consultant providing services, the Client shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

5. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES

While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this agreement to ensure, to the maximum extent possible, the best possible service delivery for plan reviews to constituents of the City of Ashland. To accommodate this, the following methods shall be utilized:

1. Electronic Submission of Documents

- a. The Client shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on method acceptable for allowing such submissions. At the time of fully executed contract, Client shall work with Consultant to determine the best method that allows for electronic submission of documents.
- b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.

2. Paper Submission of documents

- a. Consultant shall be responsible for any and all direct charges and expenses associated with shipping and handling of documents to Client via a designated courier and/or approved logistics vendor. Consultant shall not be responsible for charges from Client to Consultant.
- b. Any indirect charges associated with labor, material, or other costs incurred by Client for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of the Client.

3. Alternate Means and Methods

- a. Nothing shall prevent the Client and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

6. INVOICE & PAYMENT STRUCTURE

When fees outlined in Exhibit A are to be collected by the Consultant, the Consultant will invoice the Client on a monthly basis and provide all supporting documentation and render payment as appropriate. All payments are due to Client as appropriate within thirty (30) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party

will submit payment to the other party within thirty (30) days of resolution of the inquire/dispute.

7. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties (“Effective Date”). The Initial term of this Agreement shall commence on the Effective Date and be thirty-six (36) months. If neither party objects in writing at the conclusion of this term, this Agreement shall remain in full effect until amended by both parties or the agreement is Terminated as outlined in this Agreement.

8. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within thirty (30) days after the termination.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either condition as set forth in paragraph 5 are met, fees shall be invoiced for as specified in this Agreement.

9. CLIENT OBLIGATIONS

The Client shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of the Client to obtain final authorization to proceed.

If in the event the State of Wisconsin denies application for Delegated Municipality or Appointed Agent Status to the Client, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

The Client shall provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission in a timely manner.

The Client shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

The Client shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Consultant represents to the Client that it retains and will only utilize employees that possess

the skills, knowledge, and ability to perform the Services in accordance with this Agreement in a competent, timely, and professional manner.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by third parties by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

12. ASSIGNMENT

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for the performance of the subcontractor. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of the Consultant. Performance clauses shall be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless of whether they are subcontractors or not, shall be provided upon completion of reviews by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

13. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

F. Umbrella insurance coverage of five million dollars (\$5,000,000).

14. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality or Client. As the Consultant is an independent contractor, the Client shall have liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Client under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

15. OWNERSHIP OF DOCUMENTS

The Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Client. All such records, documents, notes, data and other materials shall become the exclusive property of the Client when the Consultant has been compensated for the same as set forth herein, and the Client shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Client will be exported into a XLS, CSV, DOC, or PDF file and become property of the Client.

The Municipality or the Authority Having Jurisdiction, where the project is located shall have the right to request access to any documents, papers and records that the Consultant has related to this project for the purposes of Audit or examination, except for Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

16. SERVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

19. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first class United States Mail, addressed as follows:

If to the Client:	If to the Consultant:
Steven Wiley 601 Main Street West Ashland, WI 54806	David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005

20. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

21. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: _____

Consultant: _____

Authorized
Signature: _____

Authorized
Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
 - Building (architectural / structural)
 - Mechanical (HVAC)
 - Plumbing
 - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority.
 - Delegated Component Submittal(s)
 - Shop Drawings

2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the fee schedule adopted by the Municipality.
- Plan Review Fees will be split with the Client.
 - 90% of plan review fees are retained by Consultant and 10% are retained by Client.
 - Out of Consultant’s retained fees, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant perform as specified in Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$30	\$30
2,500 - 5,000	\$300	\$200	\$60	\$60
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150

20,001 - 30,000	\$1,100	\$500	\$200	\$200
30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING				
1. New construction, alterations and remodeling fees are computed per the following table				
2. New construction fee is calculated based on square footage of the area constructed.				
3. Alterations and remodeling fee is based on the number of plumbing fixtures.				
Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee
Less than 3,000	\$300		<15	\$200
3,001 - 4,000	\$400		16-25	\$300
4,001 - 5,000	\$550		26-35	\$450
5,001 – 6,000	\$650		36-50	\$550
6,001 – 7,500	\$700		51-75	\$800
7,501 – 10,000	\$850		76-100	\$900
10,001 – 15,000	\$900		101-125	\$1,050
15,001 – 20,000	\$950		126-150	\$1,150
20,001 – 30,000	\$1,100		>151	\$1,150
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	\$1,550			
50,001 – 75,000	\$2,100			
Over 75,000	\$2,500			
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.				
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			

Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

3. Supplemental Services as required by municipality:

- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$200.00 per hour. This shall only be assessed when prior written consent is provided by the Client to the Consultant and agreed to by the Consultant in writing.
 - This hourly rate is not intended for plan review services, but rather for incidental supplemental “on call” professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.
 - If transit or other expenses are required as part of this service, time for travel and expenses shall be itemized and limits agreed upon prior to being incurred.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews performed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
 - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/City staff, both employed directly and under contract, serving the City of Ashland for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the City of Ashland. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this agreement (whichever occurs first).

5. TIME OF PERFORMANCE

- ✓ Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and professional services as well as the City of Ashland municipal code.
 - Plan Review turnaround time is defined as time frame from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services such as:
 - Conditionally Approved
 - Hold – Request for Additional Information
 - Denied / Void / Abandoned

6. CONSULTANT CONTACT

Consultant will provide qualified professionals to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

414-736-4721

damattox@eplanexam.com

Plan Review Management Contact

John Cunningham

414-336-4470

Johncunningham@eplanexam.com

SUBJECT: Approve an Ordinance to Amend Chapter 165 (2021-1945) Comprehensive Fee Schedule, Ashland City Ordinances, to Update Fees Associated with Plan Review Services (*Planning & Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director

- EXHIBITS:**
1. Proposed Ordinance No. 2026-2031
 2. Exhibit I: Commercial Plan Review Fee Schedule - Building/HVAC/Fire Alarm/Fire Suppression
 3. Exhibit II: Commercial Plan Review Fee Schedule - Plumbing
 4. Excerpt from Chapter 165 (1952) Comprehensive Fee Schedule - Building Permits

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: None

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The proposed revisions are for existing Plan Review fees so the Planning Director and Clerk confirmed that the revisions could come to Council rather than COW first.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

With the approval of the updated Professional Services agreement with EPLEX, LLC (DBA E-Plan Exam) the City of Ashland needs to adopt and remit the appropriate fees to the Wisconsin Department of Safety and Professional Services (DSPS). The proposed fee schedule changes are based on the increased costs of providing the plan review service due to inflation.

Staff has included the original professional services agreement between the City of Ashland and E-Plan Exam, the updated agreement, the ordinance revisions, and updated fee schedule in the packet materials. The fee schedule was originally adopted as an addendum to the City's fee schedule and the Council could do the same here. Staff can make a note in the City's fee schedule that for commercial plan reviews the addendum applies. The fiscal benefit to the City is that the City sees 10% of the plan review fees for projects submitted to E-Plan Exam for review. Prior to the City's Delegated Status and agreement with E-Plan all plan review fees were sent to the state. The proposed fee revisions are to bring the fees in line with increased costs of providing plan review services. DSPS is currently evaluating potential increases to their plan review fees also. Staff recommends Council approval of the proposed ordinance revisions and fee schedule.

**Sequential Ordinance No. 2026-2031
Chapter 165 (2021-1952)**

**ORDINANCE TO AMEND CHAPTER 165 (2021-1952) COMPREHENSIVE FEE
SCHEDULE, ASHLAND CITY ORDINANCES**

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

Section I

Building Permits

Section F. COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVA/FIRE ALARM/FIRE SUPPRESSION

*Exhibit I shall be amended to replace Commercial Plan Review Fee Schedule - Building/HVAC/Fire Suppression
See attached.*

Section II

Building Permits

Section G. COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING

*Exhibit II shall be added to replace Commercial Plan review Fee Schedule – Plumbing
See attached*

Section III

Effective Date of Ordinance: This ordinance shall take effect on the day after publication.

PASSED: March 10, 2026

PUBLISHED: March 19, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.
2. A separate plan review fee is charged for each type of plan review.

Base Fee Schedule (“Commercial Plan Base Fees”)

Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
2,500 or less	\$300	\$180	\$150	\$150
2,501 - 5,000	\$350	\$250	\$150	\$150
5,001 – 7,500	\$600	\$350	\$150	\$150
7,501 - 10,000	\$750	\$400	\$200	\$200
10,001 – 15,000	\$850	\$500	\$200	\$200
15,001 - 20,000	\$1,100	\$550	\$200	\$200
20,001 - 30,000	\$1,350	\$600	\$250	\$250
30,001 - 40,000	\$1,700	\$1,000	\$450	\$450
40,001 - 50,000	\$2,300	\$1,350	\$600	\$600
50,001 - 75,000	\$3,200	\$1,700	\$850	\$850
75,001 - 100,000	\$4,000	\$2,400	\$1,200	\$1,200
100,001 - 200,000	\$6,500	\$3,200	\$1,450	\$1,450
200,001 - 300,000	\$11,400	\$7,300	\$3,600	\$3,600
300,001 - 400,000	\$16,800	\$10,600	\$5,300	\$5,300
400,001 - 500,000	\$20,000	\$13,000	\$6,700	\$6,700
Over 500,000	\$22,000	\$14,500	\$7,700	\$7,700

BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES

Note:	1. A Plan Entry Fee of \$100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.
	2. Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be \$150.00.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant’s Plan Examiner and Client’s Inspection Services Department may result in additional charges as appropriate
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.

Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Multiple Identical Buildings	Multiple Identical Buildings (the exact same buildings with no changes including mirroring, located on the same site, and submitted at the same time) may take a reduction in the plan review fees after the first building. The plan review fees for Identical buildings after the first one shall be computed on the basis of an area equal to 2,500 square feet plus the plan entry fee.

Plumbing Plan Review Fee Schedule	
Plumbing Site work - Stormwater Review Base Fees (“Stormwater Base Fees”)	
Acres (area of drained to a plumbing system)	Fee
up to 5	\$400.00
greater than 5 up to 10	\$600.00
greater than 10 up to 15	\$750.00
Each acre beyond 15 (rounded up)	\$750.00 base plus \$50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees (“Exterior Plumbing Base Fees”)	
\$45.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees (“Interior Plumbing Base Fees”)	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	\$250.00 + \$4.00 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	\$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant’s Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant’s Plan Examiner and Client’s Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be \$150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client’s Supervisor of Building Inspection and Consultant’s Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

1. Supplemental Services as Required by Client:

- The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at \$225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
 - This hourly rate is not intended for plan review services, but rather for incidental supplemental “on call” professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

2. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review.
- ✓ Consultation via phone during duration of Project regarding reviews performed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
 - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

3. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

O: 414-296-2144

D: 414-635-3274

damattox@eplanexam.com

- **Remainder Unchanged.** All other terms and conditions of the Contract remain unchanged and in effect.

F. COMMERCIAL PLAN REVIEW FEE SCHEDULE - BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions alterations, and parking lots fees are computed per the linked table.
2. New construction and additions are calculated based on total gross floor area of the structure.
3. A separate plan review fee is charged for each type of plan review.

[View complete Commercial Plan Review Fee Schedule here](#)

G. COMMERCIAL PLAN REVIEW FEE SCHEDULE - PLUMBING

1. New construction, alterations and remodeling fees are computed per the linked table.
2. New construction fee is calculated based on square footage of the area constructed.
3. Alterations and remodeling fee is based on the number of plumbing fixtures.

[View complete Commercial Plan Review Fee Schedule here](#)