



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

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. **Announcements**
- B. **Appointments**

6. ADMINISTRATOR'S REPORT

7. CONSENT AGENDA

- A. **Miscellaneous Minutes**

8. OLD BUSINESS

- A. **Consider a Resolution Authorizing the Issuance and Sale of \$2,820,000 Taxable General Obligation Promissory Notes, Series 2026A (Finance) Roll**
- B. **Consider to Approve a Resolution Providing for the Sale of Approximately \$3,030,000 General Obligation Promissory Notes, Series 2026B (Finance) Roll**

- C. **Accept Bid from JGJ Dirt, LLC and Enter into a Contract for the 2026 Vision Sanitary Sewer Relocation Project** *(Public Works)* Roll
- D. **Accept an Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson, Inc. for Construction Administration and Engineering for the 2026 Vision Development Sanitary Sewer Relocation Construction Services Project** *(Public Works)* Roll
- E. **Accept Bid from Jake's Excavating & Landscaping, LLC and Award a Contract for the 2026 13th Avenue East Reconstruction Project** *(Public Works)* Roll
- F. **Accept an Agreement for Professional Services from Short Elliott Hendrickson Inc for 2026 13th Avenue East CDBG Street & Utility Improvements Project Construction Services** *(Public Works)* Roll
- G. **Accept a Proposal for Professional Services from Energenecs, Inc. for the Ashland Water Pump VFD System Integration Project of the Supervisory Control and Data Acquisition (SCADA) Upgrades at the Drinking Water Treatment Plant** *(Public Works)* Roll
- H. **Accept a Proposal from Long Island Engineering, LLC for Professional Construction Administration Services for the 2026 Kreher Park Boat Launch Project** *(Public Works)* Roll

9. NEW BUSINESS

- A. **Approval to Purchase a Prefabricated Restroom Building from Urben Blu for the 2026 Miskwaa Park Project, and Allow the City of Ashland Public Works Department to Perform Public Construction without Advertising for Competitive Bids as Allowed in Chapter 194.05(4), Ashland City Ordinances** *(Public Works)* Roll
- B. **Ordinance to Amend Chapter 806 (201-1834) An Ordinance to Approve a PUD-GDP, to Amend the Specific Implementation Plan for a Multi-Family Residential Land Use at 400 Beaser Avenue (Parcel # 201-00356-0000), Zoned Mixed Residential/Commercial (MRC) with Gateway Overlay (GTWY-O) and Planned Unit Development Overlay (PUD). Applicant: Vision, Inc., to Allow for a Maximum Height of the Principal Building of up to Fifty-Eight (58) Feet** *(Planning and Development)* Roll.

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

- A. **Closed Session Pursuant WI Stat. 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.** *(Mayor, Ashland Fire Department) Reduction in staffing due to reduction of services.*
- B. **Closed Session Pursuant 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.** *(Mayor) Ashland Fire Department deliberation and bargaining reasons regarding transport services.*

C. **Return to Open Session**

D. **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, March 10, 2026 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, March 10, 2026 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

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

ABSENT: Kevin Seefeldt (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Director Steven Wiley, Finance Director Julie Vaillancourt, Engineer Niles Fetter, Events Coordinator Jennifer Fanucci, Firefighter John Swanson, Officer Justin Cegler, Deputy Clerk Chianne Schweitzer-Monahan, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **February 24, 2026 City Council and Committee of the Whole Meeting Minutes**

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

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

There were no Citizens who requested to address the Council.

5. MAYOR'S REPORT

A. **Announcements**

The Mayor, Administrator, Economic Director, and Planning Director attended a ground breaking event at the Vision Inc development site.

6. ADMINISTRATOR'S REPORT

A. Update from Events Director Jennifer Fanucci

Fanucci offered a report of the recent Book Across the Bay event, and shared upcoming and new events planned for the year.

7. CONSENT AGENDA

A. Miscellaneous Minutes

B. Planning Dept Reports of Permits & Property Maintenance

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

8. OLD BUSINESS

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

Gregoire moved, seconded by Goyke to begin conversation of the item. Josh Low of Ehlers offered a presentation to Council regarding variables involved with the potential promissory note. A motion by Ortman, seconded by Mac Kenzie to postpone the item to the next Council meeting, passed unanimously by voice vote.

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

Low reviewed the item with Council. A motion by Ortman, seconded by Sztynдор to approve the resolution, passed unanimously by roll call vote.

File #17870

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

A motion by Ortman, seconded by Goyke to approve the bid and contract for \$299,954.00, passed unanimously by roll call vote.

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

A motion by Ortman, seconded by Sztynдор to approve the proposal for \$248,900.00, passed unanimously by roll call vote.

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

A motion by Sztynodor, seconded by Ortman to approve to appropriate funds in the amount of \$157,408.00, passed unanimously by roll call vote.

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
A motion by Ortman, seconded by Goyke to approve passed 5-0 by roll call vote; Levi abstained.
- 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
A motion by Ortman, seconded by Sztynodor to approve passed unanimously by roll call vote.
- 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
A motion by Ortman, seconded by Sztynodor to approve the ordinance, passed unanimously by roll call vote.
File #2031

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

A motion by Ortman, seconded by Gregoire to enter Closed Session, passed unanimously by roll call vote.

- 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**
Charlie moved, seconded by Gregoire to return to Open Session. The motion passed unanimously by voice vote.
- C. **Report of Action Taken during Closed Session**
Mac Kenzie reported no action was taken during closed session. While in open session, motion by Nancy Sztynodor, seconded by Charlie Ortman to approve the agreement, passed unanimously by roll call vote.

11. ADJOURNMENT

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

Respectfully Submitted,



Denise Oliphant,
City Clerk

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

The Tuesday, March 10, 2026 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:25 p.m.

1. **Roll Call**

PRESENT: Shawn Brede, Peter Levi, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Szyndor

ABSENT: Kevin Seefeldt (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Deputy Clerk Chianne Schweitzer-Monahan, and other interested citizens.

2. **Approval of Agenda**

Mac Kenzie requested to remove item 4C. A motion by Szyndor, seconded by Goyke to approve the amended agenda, carried unanimously by voice vote.

3. **Council President's Report**

Ortman reported on a Wisconsin Land and Water Conservation meeting that he recently attended.

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

A. **Proposed Amendments to Chapter 888 (2022-1962) Transient Vendors, Transient And Permanent Merchants And Door To Door Solicitors, Ashland City Ordinances (Clerk)**

The item was introduced by Oliphant and Mac Kenzie. After much discussion, Council requested amendments to the ordinance and return it to the March 31, 2026 Committee of the Whole agenda.

B. **Proposed Amendments to Chapter 889 (2022-1963) Mobile Food Establishments, Concessions and Food Vendors, Ashland City Ordinances (City Clerk)**

This item was discussed concurrently with item 4A with the same recommendation.

C. **Memorandums of Understanding between the City of Ashland and Ashland School District (Mayor)**

This item was removed from the agenda.

D. **Determination of Spring Council Retreat Date (Mayor)**

Mac Kenzie announced a poll taken by Councilors and Department Heads revealed May 7, 2026 was the best date to hold a retreat. Details TDB.

5. **Adjournment**



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

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2026-046

COUNCIL AGENDA: 5.B.
(3/31/2026)

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**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:

SUMMARY STATEMENT:

The Mayor is requesting approval of the following appointment(s):

Historic Preservation Commission
Jeffrey Muse, term to expire April 2029

Find yourself next to the water.

A S H L A N D

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

PLAN COMMISSION MEETING MINUTES

February 17th, 2026 at 6:30PM at the City Hall Council Chambers and via Go To Meetings

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

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

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

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

Absent: David Eades (excused)

AGENDA

1. Call to Order and Roll Call
Mayor Mackenzie called the meeting to order at 6:30 pm and a quorum was declared present.
2. Approval of the Agenda
Mr. Bierl made a motion to approve the agenda and Ms. Gregor seconded. Motion Carried 6-0.
3. Consent Agenda
Mayor Mackenzie asked for approval of the minutes from the Jan 20th, 2026 Plan Commission meeting. Ms. Erickson made a motion and Mr. Brede seconded. The motion carried 6-0.
4. Identify potential conflicts of interest
5. Citizen Participation (non-agenda items)
None
6. Action Items:
 - a. Public Hearing: Review and approval of City Land Acquisition of vacant Parcel # 201-01538-0000 to be purchased from Joshua James Clark, zoned City Center (CC).
Applicant: Public Works Department

Mayor Mackenzie gave an introductory description of what the item was about. It is in regard to providing additional snow dump area to make up for the prior dumping area that had been provided by the Beaser site that is now being developed into housing. It will contain berms and other site design elements to prevent any contamination on the site into the adjacent creek. The item is not required to go through public hearing but he wanted to obtain feedback from the commission regardless.

Mr. Wiley presented on the acquisition. It is in the City Center zone district currently owned by Joshua James Clark. He reviewed the location and noted that the city already owns land in this block and currently dumps snow on a site nearby to the south. Public works was concerned the run-off from the site may drain into the creek and lake. The city is working on a grant extension to give us more time. We are proposing to buy it for the assessed value of \$14,000. He reviewed the location on the aerial GIS map in relation to our current snow storage. There were a few questions from an adjacent land owner which Mr. Wiley reviewed. The city would plan to do the work in the summer of 2026 and it will be grant funded. He covered the required review criteria. Staff recommends approval of the land acquisition with conditions as noted: agreed upon purchase price, Council approval and the implementation of best management practices. A public hearing notice was issued.

Mayor Mackenzie asked for a motion to go into public hearing. Mr. Beirl made a motion which was seconded by Ms. Gregor. Motion carried 6-0. No public comment occurred. Mackenzie asked for a motion to go out of public hearing. Motion to go out of public hearing by Ms. Gregor and seconded by Ms. Erickson. Motion carried 6-0.

A motion to put on the table for discussion and recommendation to council by Ms. Tochterman. Seconded by Mr. Beirl.

Discussion: Mr. Beirl asked for clarification on where Bay City Creek runs through. Mr. Wiley brought up the GIS map to clarify this. Mr. Beirl asked if the sizes of the berms have been determined to hold large amounts of snow melt. Madison Krzciok, the city utility engineer, responded that the design has not yet been developed but a consultant will be hired to help determine this and preservation of the creek will be taken to account. Krzciok noted the grant is geared toward remediation of the creek and helping to restore the urban corridor. She noted that the design work and construction is being covered by the grant funds but that the purchase price will be covered by the TID 11 funding. Ms. Erickson asked if the commission is being asked to approve this before knowing all the details? Mayor Mackenzie responded yes, this would be true. He clarified that this is for recommendation for the land purchase, not the snow storage use. Ms. Erickson commented that it is possible we are acquiring land we don't need. Mayor Mackenzie noted we could potentially make the purchase offer contingent upon the ability to use the site as snow storage. During large snow events it has become necessary for the city to find additional space to store snow as we have been using the Roffers site over the recent years along with a past discussion for additional space out by Farm road with funding from the DNR that never came to fruition due to increased gas costs. Mr. Brede expressed concerns about assurance that the berms would be constructed and the potential of contaminated water run-off into the creek. Krzciok noted that currently there is trash and sediment running into the creek off the site and this new development will actually improve the existing conditions where snow is already being dumped to the south. The berms will be placed further back which will promote more snow melting and infiltration before it flows into the creek. There will be engineers and environmental scientists on board who have determined that this site can be used for snow storage without causing negative environmental effects. Mr. Beirl asked how confident Public Works was that the grant funding will cover the costs for these environmental measures? Krzciok noted there is a \$500,000 DNR grant and \$150,000 grant from the US Fish and Wildlife Service. The funds are also partially being used for other projects but this project is a priority and cost should be covered. Ms. Tochterman asked if any other potential locations were considered for this use and are there any others that don't require as much investment? Krzciok noted that it was the previous Parks and Rec director who

helped get this project going before she became involved and she was not sure if any other sites were evaluated. Ms. Erickson asked how do we ensure that this work gets completed as planned as we have witnessed other project owners that don't follow through? Mayor Mackenzie responded that it is a city project and we should have the follow through to do what we say we are going to do. We have the ability to make them do it since we would own the property. In some other cases, such as the sand pit, we do not own the property. The future long-range plans for Bay City Creek include the development of a linear park.

Mayor Mackenzie called the question to recommend to the council that we approve this purchase with the noted conditions. Roll call vote: Brede – no, Erickson – no, Gregor – yes, Tochterman – yes, Beirl – yes, Mackenzie – yes. Motion carried 4-2.

7. Discussion Items:
 - a. Update on Property Maintenance Enforcement - none
 - b. Update on Building Permits for January 2026 - none
 - c. Update on Miscellaneous Planning and Development Items - none

8. Announcement/Reports/Comments/Questions

Ms. Gregor asked if we have obtained any more information from the owner of the Transitional Housing development. Mayor Mackenzie responded that we have not received any more information.

Mr. Brede inquired what steps would need to be taken to get the power plant painted. He's been approached about this from others. Mayor Mackenzie noted this inquiry was regarding the possibility of a mural to try to dress it up a bit.

Secondly, Brede asked us to think about how the city could support a bike path connecting Ashland to Washburn. There's a bike club in town and some people are pushing for it. The city line goes up to the county line and it may be feasible to connect into the corridor trail. There are several shorter trails along the route that could be used to tie into. It would likely be more of a regional collaboration with multiple partners involved.

9. Adjournment

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

Meeting closed at 7:13 pm

Recorded by:
Terri Erickson
Assistant Planner

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

SUBJECT: Consider a Resolution Authorizing the Issuance and Sale of \$2,820,000 Taxable General Obligation Promissory Notes, Series 2026A (Finance) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administrator

EXHIBITS: 1. Proposed Resolution No 17871

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The development agreement for the Beaser Avenue Apartment Complex, in Tax Increment District #11, includes a development incentive of \$3,000,000. This note issue is for \$2,500,000 of this incentive and is considered a taxable general obligation note issue because the development is privately owned. The balance of \$500,000 will be included with the proposed non-taxable general obligation note issue 2026B, which is the estimated cost of the storm sewer

system that will be transferred to the City as owner upon completion. Because the first tax increment dollars will be received in 2028, the 2027 interest payment will be added to the principal of the note issue.

\$2,500,000 Development incentive
207,300 Estimated interest payment for 2027
112,700 Estimated issue cost
\$2,820,000 Total taxable notes

There will be a presentation and recommendation by Josh Low from Ehlers, Inc. for the issuance and sale of \$2,820,000 taxable general obligation promissory notes. The bid opening will be 10am March 31, 2026 at Ehlers, Inc.

The City received an A+ stable credit rating from Standard and Poors.

The attached resolution was prepared by Quarles and Brady, the law firm serving as the City's bond counsel. The attached resolution contains a number of blank spaces and missing exhibits. According to Quarles and Brady, the absent information will be filled in and attached the day of the note sale. Quarles and Brady will then e-mail the final document to the City, including exhibits, during the afternoon of March 31, 2026 to permit it to be available for the Council meeting later in the evening.

RESOLUTION NO. 17871

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$2,820,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2026A

WHEREAS, on March 10, 2026, the Common Council of the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of taxable general obligation promissory notes (the "Notes") for public purposes, including paying a portion of the incentive payments due to Bay Vue Apartments, LLC under a development agreement regarding development in the City's Tax Incremental District No. 11 (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 31, 2026;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 31, 2026;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION EIGHT HUNDRED TWENTY THOUSAND DOLLARS (\$2,820,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of \$2,820,000; shall be dated April 21, 2026; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on the dates and in the principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2034 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2026 through 2045 for the payments due in the years 2027 through 2046 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2026A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services.

Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses

to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 14. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 31, 2026.

Matthew MacKenzie
Mayor

ATTEST:

Denise Oliphant
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on _____ 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on _____ 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on _____ 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on _____ 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on _____ 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on _____ 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	ASHLAND AND BAYFIELD COUNTIES	
NO. R-____	CITY OF ASHLAND	\$_____
	TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
_____, 1, _____	April 21, 2026	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying a portion of the incentive payments due to Bay View Apartments, LLC under a development agreement regarding development in the City's Tax Incremental District No. 11, as authorized by a resolution adopted on March 31, 2026

(the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on October 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii)

during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the City of Ashland, Ashland and Bayfield Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ASHLAND
ASHLAND AND BAYFIELD COUNTIES,
WISCONSIN

By: _____
Matthew MacKenzie
Mayor

(SEAL)

By: _____
Denise Oliphant
City Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Ashland, Ashland and Bayfield Counties, Wisconsin.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

SUBJECT: Consider to Approve a Resolution Providing for the Sale of Approximately \$3,030,000 General Obligation Promissory Notes, Series 2026B (Finance) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administration

EXHIBITS:
1. Proposed Resolution No. 17870
2. Capital Projects List 2026

EXPENDITURES REQUIRED:
\$2,120,500 per 2026 Capital Project List
\$ 290,000 additional funding for 2026-2027 street projects
\$ 500,000 Tax Increment District 11-Development Agreement
\$ 119,500 Issue Costs
\$3,030,000 Approximate Issue Amount

AMOUNT BUDGETED: \$2,120,500 2026 Captial Project List

APPROPRIATION REQUIRED: \$ 909,500

TREASURER'S CERTIFICATE: NA

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

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 No. 11 for the Beaser Avenue apartment complex. This presentation showed the anticipated 2026 note issues along with estimated future issues.

The streets and related infrastructure projects cost estimate has increased since the February 24, 2026 meeting. Therefore, an additional \$290,000 is being requested to be included in this note issue. Josh Low will have an updated presentation about the \$3,030,000 of general obligation notes. City staff is recommending that the \$3,030,000 be the note issue amount with a 15-year term and will be providing additional information at the meeting along with presenting a mill rate analysis.

The \$500,000 in the chart below is the balance of development incentive for the Tax Increment District No. 11 Beaser Avenue apartment complex and is for the storm sewer construction of the apartment complex that will be transferred to the City upon completion. The portion of the notes issued for the development agreement will be paid with future tax increment dollars from district #11.

The bid awards for the debt issue, for Council approval, will be at the April 21, 2026 meeting.

The detail of the note issue is as follows:

- \$1,633,500 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 Building improvements
 - 500,000 Non-taxable portion for TID #11
 - 119,500 Debt issue expenses
- \$3,030,000 Total approximate debt issue

RESOLUTION No. 17870

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$3,030,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026B

WHEREAS the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") is presently in need of approximately \$3,030,000 for public purposes, including paying the cost of 2026 capital projects, including street improvement projects, building improvement projects, boat launch improvement projects, vehicles and reimbursing the Bay Vue Apartments developer for the cost of stormwater system projects included in the project plan of the City's Tax Incremental District No. 11 that will be dedicated to the City (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 2026B (the "Notes") in an amount of approximately \$3,030,000 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 \$3,030,000.

Adopted, approved and recorded March 31 2026.

Matthew Mac Kenzie
Mayor

ATTEST:

Denise Oliphant
City Clerk

(SEAL)

2026 Project and Capital List Approved 11/18/2025

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

2026 Project and Capital List Approved 11/18/2025

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

2026 Project and Capital List Approved 11/18/2025

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

SUBJECT: Accept Bid from JGJ Dirt, LLC and Enter into a Contract for the 2026 Vision Sanitary Sewer Relocation Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

- EXHIBITS:**
1. Vision Sewer Relocation Map
 2. SEH Review Letter, March 25, 2026, and Bid Tabulation

EXPENDITURES REQUIRED: \$126,538.84 — Bid Total
 \$ 25,307.77 — Contract Contingency (20%)
\$151,846.61 Project Total Fund 690 Wastewater Utility

AMOUNT BUDGETED: \$151,846.61 — Tax Increment District 11

APPROPRIATION REQUIRED: N/A

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

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

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

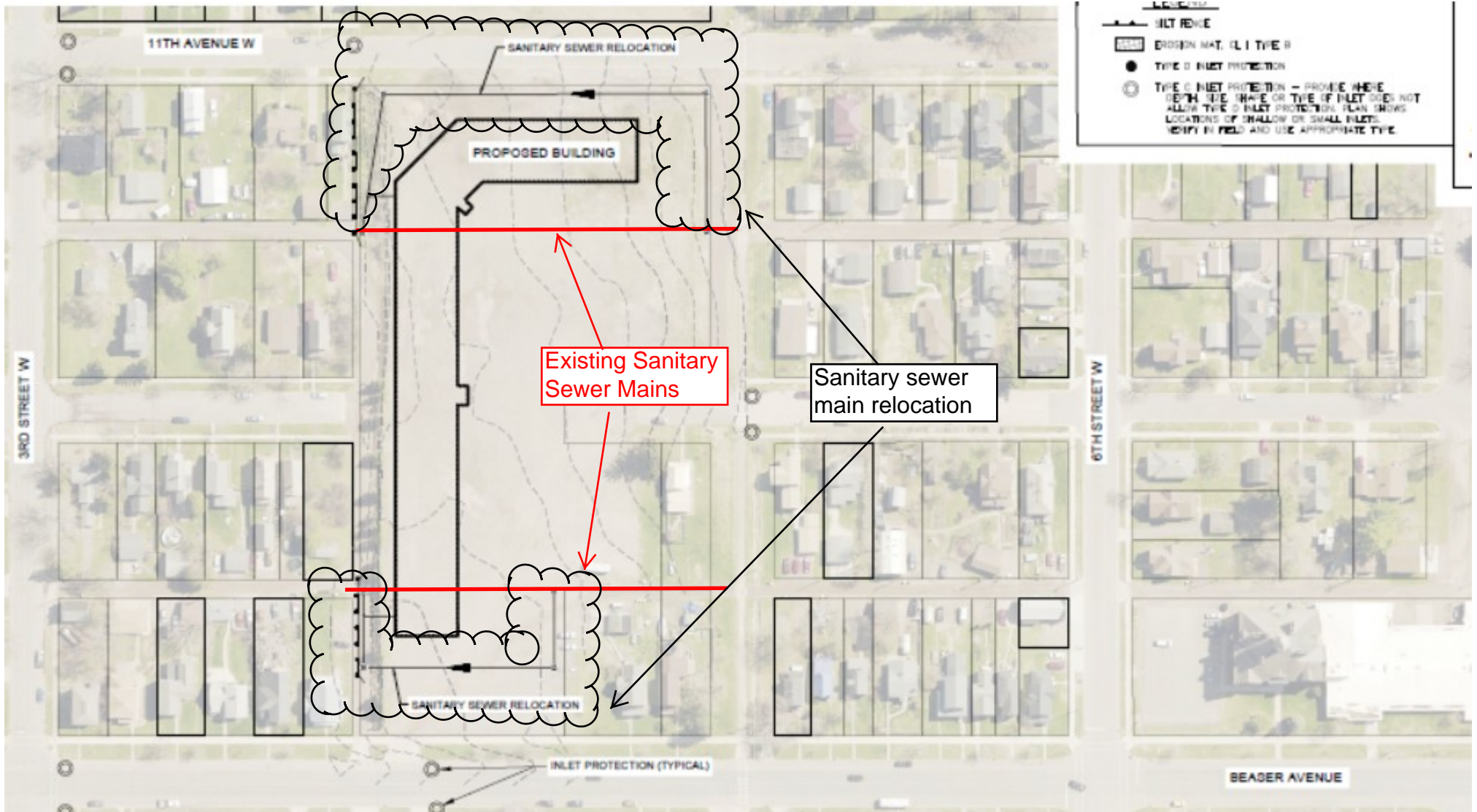
SUMMARY STATEMENT:

On behalf of the City, Short, Elliott, Hendrickson, Inc. (SEH) received and opened six bids on March 13, 2026 for the 2026 Vision Sanitary Sewer Relocation Project.

The project consists of replacement of approximately two blocks of existing sanitary sewer main. The existing sewer main conflicts with the location of the Vision Apartments now under construction. The current location has not presented any complications with the ongoing construction but prevents long-term operation and maintenance. This is similar to when approximately one block of sewer main was relocated in coordination with construction of the new police station. City staff anticipated this in the planning development of the former Roffers Construction site, and in June 2025, executed a contract with (SEH) to design the relocation of the sewer main. The right-of-ways along Beaser Avenue and 11th Avenue West were determined to be the best location.

The lowest responsible bidder was JGJ Dirt, LLC, which is a relatively new entity that does not have experience with municipal contracts. However, the City and SEH are familiar with their personnel having completed similar municipal work as employees of other entities, and this project is relatively straightforward. City staff have met with JGJ and communicated the expectation of timely completion of the work and the need for oversight by SEH personnel.

The Public Works Department, along with Short, Elliott, Hendrickson, Inc., recommends awarding the contract to JGJ Dirt, LLC.





Building a Better World
for All of Us®

March 25, 2026

RE: Sanitary Sewer Relocation
Ashland, WI
SEH No. ASHLA 186489 14.00

John Butler, Public Works Director
City of Ashland
220 6th Street E
Ashland, WI 54806

Dear Mr. Butler:

On March 13, 2026, unit price bids were received for the Sanitary Sewer Relocation project. The attached Tabulation of Bids shows the unit price bids received from all bids submitted. Six bids were received for the project. The bids ranged from \$126,538.84 to \$216,602.50. The low bid was submitted by JGJ DIRT LLC, from Marengo, WI.

Based on the information provided by the contractor, JGJ DIRT LLC has little experience as an independent LLC completing work similar to this sanitary sewer relocation. However, they do appear to have suitable equipment and individual employee expertise to perform the work as outlined in the contract specifications. After consultation with the Bidder's references, and discussion regarding similar reference inquiries made by City of Ashland staff, we do recommend award of the project in the low bid amount of \$126,538.84 to JGJ DIRT LLC. SEH recommends you closely review, with counsel, the bid materials provided before awarding the Project.

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\186489\6-bid-const\bidding documents\bid review letter_3.25.2026.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 326 S. Main Street, Suite 100, Rice Lake, WI 54868

715.720.6200 | 800.472.5881 | 888.908.8166 fax | sehinc.com

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

Ashland, WI - Sanitary Sewer Relocation (ASHLA 186489) (#10079581)

Owner: City of Ashland

Solicitor: SEH - Rice Lake, WI

03/13/2026 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Qty	JGJ DIRT LLC		Jake's Excavating & Landscaping LLC		Ritola Inc		A-1 Excavating LLC		Sipsas Excavating		Stout Construction, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid																
1	01 71 13.1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,339.09	\$2,339.09	\$15,000.00	\$15,000.00	\$10,257.99	\$10,257.99	\$52,000.00	\$52,000.00
2	02 41 33.1	Remove Sanitary Manhole	Each	3	\$183.12	\$549.36	\$350.00	\$1,050.00	\$384.43	\$1,153.29	\$500.00	\$1,500.00	\$1,066.67	\$3,200.01	\$1,300.00	\$3,900.00
3	02 41 33.2	Abandon Existing Sanitary Sewer Main	LS	1	\$2,800.00	\$2,800.00	\$1,375.00	\$1,375.00	\$3,511.16	\$3,511.16	\$15,000.00	\$15,000.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00
4	31 23 10.1	Common Excavation (LV)	CY	500	\$11.37	\$5,685.00	\$13.85	\$6,925.00	\$9.90	\$4,950.00	\$0.01	\$5.00	\$65.00	\$32,500.00	\$14.75	\$7,375.00
5	31 23 33.1	Crushed Rock Pipe Bedding	Ton	500	\$14.00	\$7,000.00	\$8.00	\$4,000.00	\$16.42	\$8,210.00	\$0.01	\$5.00	\$25.00	\$12,500.00	\$31.50	\$15,750.00
6	31 23 33.2	Exploratory Excavation	Each	3	\$184.01	\$552.03	\$400.00	\$1,200.00	\$288.32	\$864.96	\$1.00	\$3.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
7	31 25 10.1	Inlet Protection, Type C	Each	6	\$55.00	\$330.00	\$50.00	\$300.00	\$42.64	\$255.84	\$1.00	\$6.00	\$170.00	\$1,020.00	\$100.00	\$600.00
8	31 25 10.2	Inlet Protection, Type D	Each	3	\$90.00	\$270.00	\$75.00	\$225.00	\$42.64	\$127.92	\$1.00	\$3.00	\$500.00	\$1,500.00	\$115.00	\$345.00
9	31 25 10.3	Erosion Mat, Class 1 Type B	SY	1000	\$1.75	\$1,750.00	\$2.00	\$2,000.00	\$1.67	\$1,670.00	\$0.01	\$10.00	\$3.50	\$3,500.00	\$3.20	\$3,200.00
10	31 25 10.4	Silt Fence	LF	300	\$4.17	\$1,251.00	\$2.50	\$750.00	\$1.87	\$561.00	\$0.01	\$3.00	\$10.67	\$3,201.00	\$3.50	\$1,050.00
11	32 11 26.1	Dense Graded Crushed Base Course, 1-1/4-inch	Ton	350	\$19.38	\$6,783.00	\$16.66	\$5,831.00	\$19.07	\$6,674.50	\$0.02	\$7.00	\$25.00	\$8,750.00	\$22.05	\$7,717.50
12	32 92 12.1	Turf Establishment	SY	1500	\$1.00	\$1,500.00	\$3.50	\$5,250.00	\$3.82	\$5,730.00	\$0.01	\$15.00	\$5.33	\$7,995.00	\$8.15	\$12,225.00
13	33 01 30.1	Televise Sanitary Sewer	LF	1000	\$4.00	\$4,000.00	\$5.25	\$5,250.00	\$3.05	\$3,050.00	\$3.00	\$3,000.00	\$5.50	\$5,500.00	\$1.05	\$1,050.00
14	33 31 00.1	8-inch Sanitary Sewer Pipe	LF	375	\$42.00	\$15,750.00	\$45.00	\$16,875.00	\$56.06	\$21,022.50	\$55.00	\$20,625.00	\$67.00	\$25,125.00	\$48.00	\$18,000.00
15	33 31 00.2	10-inch Sanitary Sewer Pipe	LF	625	\$45.00	\$28,125.00	\$51.50	\$32,187.50	\$60.26	\$37,662.50	\$66.00	\$41,250.00	\$72.00	\$45,000.00	\$52.00	\$32,500.00
16	33 31 00.3	Sanitary Sewer Manhole with Casting	Each	8	\$5,423.95	\$43,391.60	\$5,900.00	\$47,200.00	\$5,809.07	\$46,472.56	\$8,000.00	\$64,000.00	\$1,500.00	\$12,000.00	\$5,800.00	\$46,400.00
17	33 31 00.4	Connect to Existing Sanitary Sewer	Each	4	\$60.86	\$243.44	\$500.00	\$2,000.00	\$1,731.01	\$6,924.04	\$3,000.00	\$12,000.00	\$950.00	\$3,800.00	\$615.00	\$2,460.00
18	33 31 00.5	8-inch Sanitary Sewer Service	LF	20	\$35.83	\$716.60	\$115.00	\$2,300.00	\$83.96	\$1,679.20	\$150.00	\$3,000.00	\$275.00	\$5,500.00	\$164.00	\$3,280.00
19	33 31 00.6	8-inch by 8-inch Sanitary Sewer Wye	Each	1	\$250.00	\$250.00	\$375.00	\$375.00	\$272.38	\$272.38	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$565.00	\$565.00
20	33 31 00.7	10-inch by 8-inch Sanitary Sewer Wye	Each	1	\$431.81	\$431.81	\$650.00	\$650.00	\$464.79	\$464.79	\$1,500.00	\$1,500.00	\$2,450.00	\$2,450.00	\$755.00	\$755.00
21	33 31 00.8	Connect to Existing Sanitary Sewer Service	Each	2	\$80.00	\$160.00	\$90.00	\$180.00	\$185.55	\$371.10	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00	\$215.00	\$430.00
Base Bid Total:						\$126,538.84		\$137,923.50		\$153,966.83		\$179,932.00		\$197,699.00		\$216,602.50

SUBJECT: Accept an Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson, Inc. for Construction Administration and Engineering for the 2026 Vision Development Sanitary Sewer Relocation Construction Services Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

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

EXPENDITURES REQUIRED: \$ 52,210.00 — Contract Total Fund 690 Wastewater Utility

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: \$ 52,210.00 — Tax Increment District 11

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

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

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

SUMMARY STATEMENT:

The 2026 Vision Development Sanitary Sewer Relocation Project is being managed by Madison Krzciok, Civil Engineer-Utilities. Madison is also managing the 13th Avenue East Reconstruction Project, ongoing contracts for private lead service line replacement, and various other grants associated with City initiatives.

Due to the potential for overlap between these projects/activities and Vision development project work, the Public Works Director is requesting support for construction oversight of the Vision site work via contracted services. In addition, City staff are unable to perform some tasks, such as construction staking and surveying. Short, Elliott Hendrickson (SEH) is capable of providing these services and is familiar with the project having completed technical design.

Staff is requesting Council approval of the agreement between the City and SEH for a total cost of \$52,210.00.

Agreement for Professional Services

This Agreement is effective as of March 2, 2026, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Vision Development Sanitary Sewer Relocation Construction Services Project**.

Client's Authorized Representative: John Butler, PE

Address: 2020 6th Street East
Ashland, WI 54806

Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Bryan Cunningham, PE (WI)

Address: 326 South Main Street, Suite 100
Rice Lake, WI 54868

Telephone: 715.861.4987 **email:** bcunningham@sehinc.com

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

Construction administration, engineering and Resident Project Representation (RPR) for new sanitary sewer to be relocated around the Old Roffers Site, between 4th Street and 5th Street, between Beaser Avenue and 11th Avenue W, for the proposed Vision, Inc. Ashland Apartments Sewer Main Relocation Project.

Construction Administration and Engineering Services

1. Construction Administration
 - (a) Prepare agenda and facilitate one (1) in-person Preconstruction Meeting
 - (b) Review contractor shop drawings, documents, quantities, and process pay applications during construction
 - (c) Prepare bi-weekly update for Client of construction progress
 - (d) Coordinate with contractor and Client on scheduling, communication, change orders, and general engineering project management
 - (e) Prepare record drawings in PDF format of completed project from RPR and contractor records and measurements
 - (f) Construction contract closeout, including final inspection, punch list, and review of final application for payment, including final change order rectifying all final quantities with contract amount.
2. Construction Staking
 - (a) Staking of sanitary sewer main alignment and appurtenances
 - (b) Staking services include a maximum of one (1) tip to Ashland
3. Resident Project Representation
 - (a) On site Resident Project Representative (RPR) for estimated 200 hours of on-site observation during construction operations. On-site representation is anticipated to be full-time during underground utility installation, and part time during other operations such as removals, testing or restoration.
 - (b) Attendance at periodic meetings with contractor and Client, at a frequency not to exceed one (1) per week during the course of full-time construction.

Items not included:

Only those items listed in the above scope are included in the engineering services for the project. Other services which are not included, but may be added with a corresponding adjustment to the professional services fee, include:

- Geotechnical investigation, compaction, or materials testing.
- Additional site trips for construction staking or other field surveying or review tasks
- Additional RPR site presence beyond 200 hours.
- Other permitting, delineation, documentation, or agency coordination dealing with wetlands, floodplain, archaeological, historical, or environmental items on or near the site.
- Easements, title searches, right-of-way or parcel documentation or staking, or other property coordination
- Additional meetings with staff, committees or council. Notifications, press releases, or extra distribution of information for public or property owners. Preparation of displays, exhibits, renderings, other text, graphics, or drawings beyond what is described above.
- Providing CAD or other design files to Contractor, or creation of 3D surface models
- Coordinating change orders due to plan adjustments by Owner

Schedule: Consultant is prepared to complete this scope of work upon receipt of Client’s written authorization and initiation of construction activities. Completion is anticipated in 2026 in conjunction with final closeout of the construction contract.

Payment: The proposed project fee is estimated not to exceed **\$52,210.00**, including equipment and expenses.

The payment method, basis, frequency, and other special conditions are set forth in Exhibit A-1. The listing of the duties, responsibilities and limitations of authority of the Resident Project Representative is set forth in Exhibit B.

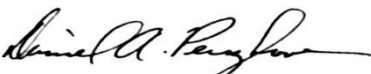
Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section IV Paragraph C. Limitations on Consultant’s Liability: Modify Paragraph 1. by changing the amount from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000) at no additional cost to contract.

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Short Elliott Hendrickson Inc.

City of Ashland

By: 
 Daniel A Penzkover, PE (WI, MI, IL)
 Title: Client Service Manager | Principal

By: _____
 Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Ashland, Wisconsin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 2, 2026

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between City of Ashland, Wisconsin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 2, 2026

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- (c) Determine if tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

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

SECTION III – PAYMENTS

A. Invoices

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

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

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

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

D. Assignment

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

E. Dispute Resolution

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

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

Ref: 2026-053

COUNCIL AGENDA: 8.E.
(3/31/2026)

SUBJECT: Accept Bid from Jake's Excavating & Landscaping, LLC and Award a Contract for the 2026 13th Avenue East Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. SEH Review Letter, March 24, 2026, and Bid Tabulation

EXPENDITURES REQUIRED:

	Construction Subtotal	Construction Contingency (15%)	Construction Total
Water Utility (Fund 680)	\$434,333.52	\$65,150.03	\$499,483.55
Sewer Utility (Fund 690)	\$ 4,453.98	\$668.10	\$5,122.08
Street Improvements (Fund 470)	\$850,180.50	\$127,527.08	\$977,707.58
	\$1,288,968.00	\$193,345.20	\$1,482,313.20

AMOUNT BUDGETED: \$ 977,707.58 - Fund 470 Street Improvements-CDGB Public Facilities Grant
\$ 499,483.55 - WI DNR Safe Drinking Water Loan Program
\$ 1,482,313.20 - Fund 470 Total

APPROPRIATION REQUIRED: \$ 5,122.080- Fund 690 Wastewater Utility Fund Balance

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 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: 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, Short, Elliot, Hendrickson (SEH) received and opened four bids on March 20, 2026 for the 2026 13th Ave E Reconstruction Project.

The project consists of street reconstruction, storm sewer replacement, watermain replacement and partial sidewalk replacement between US Highway 2 and 6th Street East. The project is primarily funded by a \$1,000,000 grant from the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program and the Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan Program (SDWLP). The funds from HUD CDGB are being applied toward costs associated with street, stormwater, and sidewalk construction while the WI DNR SDWLP funds are being applied toward watermain construction. A small portion of sanitary sewer structures are being replaced and these funds are available in the Wastewater Utility fund balance.

The lowest responsible bidder was 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 numerous projects in recent years for the City.



Building a Better World
for All of Us®

March 24, 2026

RE: 13th Avenue Reconstruction
Ashland, WI
SEH No. ASHLA 181648 14.00

John Butler, Public Works Director
City of Ashland
220 6th Street E
Ashland, WI 54806

Dear Mr. Butler:

On March 20, 2026, unit price bids were received for the 13th Avenue Reconstruction 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 \$1,288,968.00 to \$1,773,737.68. 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 \$1,288,968.00. SEH recommends you review, with counsel, the bid materials provided in conjunction with awarding the Project.

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\181648\6-bid-const\Bidding Documents\Recommendation Ltr_3.24.2026

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

Line Item	Item Code	Item Description	UofM	Qty	Jake's Excavating & Landscaping LLC		Ritola Inc		A-1 Excavating LLC		Northern Interstate Construction, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid												
1	01 55 25.1	Maintenance of Traffic	LS	1	\$9,000.00	\$9,000.00	\$8,864.40	\$8,864.40	\$9,750.00	\$9,750.00	\$11,500.00	\$11,500.00
2	01 57 33.1	Water for Dust Control	MGAL	10	\$10.00	\$100.00	\$0.01	\$0.10	\$50.00	\$500.00	\$150.00	\$1,500.00
3	01 58 13.1	Project Sign	EA	1	\$900.00	\$900.00	\$489.92	\$489.92	\$1,000.00	\$1,000.00	\$650.00	\$650.00
4	01 71 13.1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$3,264.12	\$3,264.12	\$60,450.00	\$60,450.00	\$108,000.00	\$108,000.00
5	02 41 33.1	Remove Asphalt Pavement	SY	7800	\$2.25	\$17,550.00	\$2.47	\$19,266.00	\$3.00	\$23,400.00	\$5.55	\$43,290.00
6	02 41 33.2	Remove Curb and Gutter	LF	760	\$3.00	\$2,280.00	\$0.53	\$402.80	\$5.00	\$3,800.00	\$8.00	\$6,080.00
7	02 41 33.3	Remove Existing Concrete Sidewalk, Driveway or Pavement	SY	840	\$4.00	\$3,360.00	\$4.97	\$4,174.80	\$12.00	\$10,080.00	\$10.00	\$8,400.00
8	02 41 33.4	Remove Storm Inlets	EA	6	\$100.00	\$600.00	\$307.19	\$1,843.14	\$400.00	\$2,400.00	\$650.00	\$3,900.00
9	02 41 33.5	Remove Storm Manholes	EA	9	\$200.00	\$1,800.00	\$321.34	\$2,892.06	\$500.00	\$4,500.00	\$650.00	\$5,850.00
10	02 41 33.6	Removing Storm Sewer Pipe	LF	1950	\$4.00	\$7,800.00	\$6.62	\$12,909.00	\$14.00	\$27,300.00	\$6.00	\$11,700.00
11	02 41 33.7	Remove Fire Hydrant	EA	1	\$250.00	\$250.00	\$312.95	\$312.95	\$500.00	\$500.00	\$1,000.00	\$1,000.00
12	02 41 33.8	Salvage Fire Hydrant	EA	1	\$250.00	\$250.00	\$378.94	\$378.94	\$500.00	\$500.00	\$1,500.00	\$1,500.00
13	02 41 33.9	Remove Water Main Pipe	LF	2161	\$3.00	\$6,483.00	\$7.24	\$15,645.64	\$13.00	\$28,093.00	\$6.00	\$12,966.00
14	31 11 00.1	Clear Tree	EA	17	\$500.00	\$8,500.00	\$196.46	\$3,339.82	\$300.00	\$5,100.00	\$200.00	\$3,400.00
15	31 11 00.2	Grub Stump	EA	17	\$125.00	\$2,125.00	\$119.60	\$2,033.20	\$900.00	\$15,300.00	\$200.00	\$3,400.00
16	31 23 10.1	Common Excavation	CY	6950	\$13.00	\$90,350.00	\$12.12	\$84,234.00	\$20.00	\$139,000.00	\$13.25	\$92,087.50
17	31 23 33.1	Exploratory Excavation	EA	4	\$400.00	\$1,600.00	\$548.25	\$2,193.00	\$300.00	\$1,200.00	\$1,500.00	\$6,000.00
18	31 25 10.1	Inlet Protection Type C	EA	18	\$50.00	\$900.00	\$64.98	\$1,169.64	\$50.00	\$900.00	\$55.00	\$990.00
19	31 25 10.2	Inlet Protection Type D	EA	28	\$80.00	\$2,240.00	\$64.98	\$1,819.44	\$100.00	\$2,800.00	\$90.00	\$2,520.00
20	31 25 10.3	Erosion Mat, CI 1 Type B	SY	4350	\$1.50	\$6,525.00	\$2.42	\$10,527.00	\$1.50	\$6,525.00	\$1.50	\$6,525.00
21	31 25 10.4	Stone Tracking Pad	EA	1	\$500.00	\$500.00	\$2.03	\$2.03	\$600.00	\$600.00	\$2,800.00	\$2,800.00
22	31 34 15.1	Type SR Geotextile Fabric	SY	9150	\$1.75	\$16,012.50	\$1.68	\$15,372.00	\$1.50	\$13,725.00	\$2.65	\$24,247.50
23	32 11 17.1	Granular Subbase	CY	2440	\$15.90	\$38,796.00	\$15.74	\$38,405.60	\$28.00	\$68,320.00	\$35.00	\$85,400.00
24	32 11 26.1	Dense Graded Crushed Base Course, 1-1/4-inch	TON	4150	\$16.50	\$68,475.00	\$19.57	\$81,215.50	\$23.00	\$95,450.00	\$26.00	\$107,900.00
25	32 12 18.1	Hot Mix Asphalt Pavement	TON	1850	\$90.44	\$167,314.00	\$93.91	\$173,733.50	\$88.00	\$162,800.00	\$87.74	\$162,319.00
26	32 12 18.2	Replace & Adjust Sanitary Manhole Casting	EA	1	\$850.00	\$850.00	\$1,552.47	\$1,552.47	\$1,300.00	\$1,300.00	\$1,200.00	\$1,200.00
27	32 12 18.3	Adjust Existing Gate Valve Box	EA	1	\$100.00	\$100.00	\$366.80	\$366.80	\$200.00	\$200.00	\$1,200.00	\$1,200.00
28	32 12 50.1	Saw Cut Asphalt Pavement	LF	550	\$2.75	\$1,512.50	\$1.91	\$1,050.50	\$3.00	\$1,650.00	\$1.88	\$1,034.00
29	32 12 50.2	Saw Cut Concrete Sidewalk or Driveway	LF	290	\$3.00	\$870.00	\$3.13	\$907.70	\$6.00	\$1,740.00	\$3.08	\$893.20
30	32 16 30.1	24-inch Concrete Curb and Gutter	LF	4300	\$19.50	\$83,850.00	\$20.33	\$87,419.00	\$20.25	\$87,075.00	\$20.02	\$86,086.00
31	32 16 30.2	Patch Concrete Curb and Gutter	LF	30	\$60.00	\$1,800.00	\$60.28	\$1,808.40	\$62.00	\$1,860.00	\$59.37	\$1,781.10
32	32 18 40.1	4-inch Concrete Sidewalk	SF	11500	\$7.30	\$83,950.00	\$7.06	\$81,190.00	\$7.25	\$83,375.00	\$6.95	\$79,925.00
33	32 18 40.2	6-inch Concrete Driveway or Sidewalk	SF	3000	\$9.00	\$27,000.00	\$9.42	\$28,260.00	\$9.60	\$28,800.00	\$9.28	\$27,840.00
34	32 18 40.3	Concrete Steps	SF	42	\$85.00	\$3,570.00	\$95.25	\$4,000.50	\$96.00	\$4,032.00	\$93.82	\$3,940.44
35	32 18 40.4	Detectable Warning Fields, Natural Patina	SF	200	\$52.00	\$10,400.00	\$51.15	\$10,230.00	\$51.50	\$10,300.00	\$50.38	\$10,076.00

Line Item	Item Code	Item Description	UofM	Qty	Jake's Excavating & Landscaping LLC		Ritola Inc		A-1 Excavating LLC		Northern Interstate Construction, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid												
36	32 18 40.5	8-inch Concrete Driveway or Sidewalk	SF	200	\$11.00	\$2,200.00	\$10.22	\$2,044.00	\$12.00	\$2,400.00	\$10.07	\$2,014.00
37	32 92 12.1	Turf Establishment	SY	4350	\$2.50	\$10,875.00	\$4.72	\$20,532.00	\$1.00	\$4,350.00	\$0.70	\$3,045.00
38	33 11 00.1	6-inch C900 Water Main Pipe	LF	70	\$60.00	\$4,200.00	\$41.13	\$2,879.10	\$70.00	\$4,900.00	\$83.42	\$5,839.40
39	33 11 00.2	8-inch C900 Water Main Pipe	LF	52	\$70.00	\$3,640.00	\$48.27	\$2,510.04	\$78.00	\$4,056.00	\$92.92	\$4,831.84
40	33 11 00.3	12-inch C900 Water Main Pipe	LF	2230	\$67.00	\$149,410.00	\$68.98	\$153,825.40	\$83.00	\$185,090.00	\$109.99	\$245,277.70
41	33 11 00.4	Fire Hydrant 7.5-Foot Bury	EA	4	\$6,500.00	\$26,000.00	\$6,146.58	\$24,586.32	\$6,500.00	\$26,000.00	\$9,650.00	\$38,600.00
42	33 11 00.5	Water Main Fittings	LBS	1950	\$11.75	\$22,912.50	\$9.43	\$18,388.50	\$16.00	\$31,200.00	\$13.00	\$25,350.00
43	33 11 00.6	Lower Water Main	EA	2	\$5,000.00	\$10,000.00	\$6,265.49	\$12,530.98	\$100.00	\$200.00	\$3,650.00	\$7,300.00
44	33 11 00.7	6-inch Gate Valve and Box	EA	5	\$2,400.00	\$12,000.00	\$2,466.57	\$12,332.85	\$2,450.00	\$12,250.00	\$3,800.00	\$19,000.00
45	33 11 00.8	8-inch Gate Valve and Box	EA	1	\$3,200.00	\$3,200.00	\$3,343.62	\$3,343.62	\$3,300.00	\$3,300.00	\$4,950.00	\$4,950.00
46	33 11 00.9	12-inch Gate Valve and Box	EA	8	\$5,300.00	\$42,400.00	\$5,287.81	\$42,302.48	\$5,900.00	\$47,200.00	\$7,950.00	\$63,600.00
47	33 11 00.10	1-inch Corporation Stop	EA	42	\$600.00	\$25,200.00	\$548.43	\$23,034.06	\$580.00	\$24,360.00	\$250.00	\$10,500.00
48	33 11 00.11	1-1/2-inch Corporation Stop	EA	1	\$900.00	\$900.00	\$772.88	\$772.88	\$935.00	\$935.00	\$350.00	\$350.00
49	33 11 00.12	1-inch Curb Stop and Box	EA	42	\$450.00	\$18,900.00	\$433.23	\$18,195.66	\$550.00	\$23,100.00	\$375.00	\$15,750.00
50	33 11 00.13	1-1/2-inch Curb Stop and Box	EA	1	\$600.00	\$600.00	\$687.23	\$687.23	\$1,030.00	\$1,030.00	\$200.00	\$200.00
51	33 11 00.14	1-inch Water Service Pipe	LF	1300	\$32.00	\$41,600.00	\$38.39	\$49,907.00	\$41.00	\$53,300.00	\$25.00	\$32,500.00
52	33 11 00.15	1-1/2-inch Water Service Pipe	LF	30	\$50.00	\$1,500.00	\$41.13	\$1,233.90	\$57.00	\$1,710.00	\$30.00	\$900.00
53	33 11 00.16	Abandon Water Service	EA	4	\$150.00	\$600.00	\$21.81	\$87.24	\$300.00	\$1,200.00	\$200.00	\$800.00
54	33 11 00.17	Connect to Existing Water Service	EA	43	\$140.00	\$6,020.00	\$175.63	\$7,552.09	\$100.00	\$4,300.00	\$250.00	\$10,750.00
55	33 11 00.18	Connect to Existing Water Main	EA	3	\$3,000.00	\$9,000.00	\$3,423.03	\$10,269.09	\$2,200.00	\$6,600.00	\$3,333.00	\$9,999.00
56	33 11 00.19	Reinstall Salvaged Fire Hydrant	EA	1	\$750.00	\$750.00	\$663.58	\$663.58	\$1,150.00	\$1,150.00	\$3,320.00	\$3,320.00
57	33 11 00.20	Insulation Board Polystyrene, 2-inch	SY	90	\$19.00	\$1,710.00	\$18.39	\$1,655.10	\$25.00	\$2,250.00	\$15.00	\$1,350.00
58	33 31 00.1	6-inch Sanitary Sewer Lateral Service	LF	35	\$75.00	\$2,625.00	\$68.78	\$2,407.30	\$72.00	\$2,520.00	\$85.00	\$2,975.00
59	33 31 00.2	Connect to Existing Sanitary Service	EA	1	\$100.00	\$100.00	\$205.84	\$205.84	\$200.00	\$200.00	\$2,870.00	\$2,870.00
60	33 31 00.3	Connect to Existing Sanitary Main with Saddle Wye	EA	1	\$400.00	\$400.00	\$212.00	\$212.00	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00
61	33 41 00.1	Storm Sewer Manhole, 48-inch Diameter with Manhole Casting	EA	3	\$4,200.00	\$12,600.00	\$5,083.27	\$15,249.81	\$4,950.00	\$14,850.00	\$5,400.00	\$16,200.00
62	33 41 00.2	Storm Sewer Manhole, 48-inch Diameter with Curb Casting	EA	3	\$4,475.00	\$13,425.00	\$4,672.05	\$14,016.15	\$4,970.00	\$14,910.00	\$5,850.00	\$17,550.00
63	33 41 00.3	15-inch HDPE Storm Sewer	LF	1080	\$41.00	\$44,280.00	\$52.20	\$56,376.00	\$60.00	\$64,800.00	\$68.00	\$73,440.00
64	33 41 00.4	12-inch HDPE Storm Sewer	LF	900	\$39.40	\$35,460.00	\$47.77	\$42,993.00	\$56.00	\$50,400.00	\$65.00	\$58,500.00
65	33 41 00.5	Inlets 2 by 3-foot with Casting	EA	23	\$3,625.00	\$83,375.00	\$3,830.17	\$88,093.91	\$4,360.00	\$100,280.00	\$3,500.00	\$80,500.00
66	33 41 00.6	Connect to Existing Storm Sewer	EA	2	\$750.00	\$1,500.00	\$1,999.66	\$3,999.32	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00
67	33 41 00.7	6-inch Wrapped Underdrain Pipe	LF	3850	\$6.85	\$26,372.50	\$8.03	\$30,915.50	\$9.00	\$34,650.00	\$19.50	\$75,075.00
68	33 41 00.8	Storm Area Drain, 24-inch Diameter with Casting	EA	1	\$2,600.00	\$2,600.00	\$3,234.23	\$3,234.23	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00
Base Bid Total:						\$1,288,968.00		\$1,368,310.15		\$1,636,366.00		\$1,773,737.68

SUBJECT: Accept an Agreement for Professional Services from Short Elliott
Hendrickson Inc for 2026 13th Avenue East CDBG Street & Utility
Improvements Project Construction Services (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

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

EXPENDITURES REQUIRED: \$ 19,295.00 - Fund 680 Water Utility
\$ 37,455.00- Fund 100 Street Improvements
\$ 56,750.00- Total

AMOUNT BUDGETED: \$ 19,295.00 - Fund 680 Water Utility WI DNR Safe Drinking
Water Loan
\$ 37,455.00- Fund 100 Street Improvements

APPROPRIATION REQUIRED: N/A

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

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

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

SUMMARY STATEMENT:

The 2026 13th Avenue East Reconstruction Project is being managed by Madison Krzciok, Civil Engineer-Utilities. Madison is also managing the Vision Sewer Relocation Project, ongoing contracts for private lead service line replacement, and various other grants associated with City initiatives.

Madison will be responsible for the day-to-day construction management for the 13th Avenue East Reconstruction project and has experience with these duties from the 2025 Chapple Avenue Reconstruction project.

However, due to the need to manage other projects and duties, the Public Works Director is requesting support for construction management on the 13th Avenue East project. Short, Elliott Hendrickson Inc. (SEH) would provide staff for onsite management of construction activities for approximately fifteen days in order to allow Madison time to manage other projects and duties. In addition, City staff are unable to perform some tasks, such as construction staking, surveying and coordination with grant funding agencies. SEH is capable of providing these services and is familiar with the project, having completed technical design.

Staff is requesting Council approval of the agreement between the City and SEH for a total cost of \$56,750.00.

Agreement for Professional Services

This Agreement is effective as of March 2, 2026, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 13th Avenue E CDBG Street & Utility Improvements Project Construction Services.**

Client's Authorized Representative: John Butler, PE

Address: 2020 6th Street East
Ashland, WI 54806

Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Bryan Cunningham, PE (WI)

Address: 326 South Main Street, Suite 100
Rice Lake, WI 54868

Telephone: 715.861.4987 **email:** bcunningham@sehinc.com

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

Construction administration, CDBG construction compliance, engineering and Resident Project Representation (RPR) for approximately 2,200 feet of street and utility reconstruction on 13th Avenue East between 6th Street E. and USH 2/Lake Shore Drive.

Construction Administration and Engineering Services

1. Construction Administration
 - (a) Prepare agenda and facilitate one (1) in-person Preconstruction Meeting
 - (b) Review contractor shop drawings, documents, quantities, and process pay applications during construction
 - (c) Prepare bi-weekly update for Client of construction progress
 - (d) Coordinate with contractor and Client on scheduling, communication, change orders, and general engineering project management
 - (e) Coordinate with requirements of Wisconsin Community Development Block Grant (CDBG) and WDNr Safe Drinking Water Loan (SDWL) funding
 1. Communicate with DNR construction liaison and provide periodic construction status updates
 2. Collect documentation and cost calculations of construction items
 3. Make calculations of expected eligible CDBG and SDWL costs
 4. Coordinate and attend final construction review with DNR construction liaison in late 2026
 - (f) Prepare record drawings in PDF format of completed project from RPR and contractor records and measurements
 - (g) Construction contract closeout, including final inspection, punch list, and review of final application for payment, including final change order rectifying all final quantities with contract amount.
2. Construction Staking
 - (a) Marking of removal limits for pavements and utilities

- (b) Staking of street alignment, water main, storm sewer and curb and gutter
 - (c) Staking services include a maximum of four (4) trips to Ashland
3. Resident Project Representation
- (a) On site Resident Project Representative (RPR) for estimated 150 hours or fifteen (15) days of on-site observations during construction operations. On-site representation is anticipated to be part-time during construction to supplement with city personnel
 - (b) Virtual or in-person attendance at periodic meetings with contractor and Client, at a frequency not to exceed one (1) per week during the course of construction

Items not included:

Only those items listed in the above scope are included in the engineering services for the project. Other services which are not included, but may be added with a corresponding adjustment to the professional services fee, include:

- WDNR Safe Drinking Water Fund and CDBG-PF loan application and program administration, contracted independently through separate SEH agreements.
- Geotechnical investigation, compaction, or materials testing.
- Additional site trips for construction staking or other field surveying or review tasks
- Additional RPR site presence beyond 150 hours.
- Investigating individual homes, buildings, for locating service pipes or elevations.
- Other permitting, delineation, documentation, or agency coordination dealing with wetlands, floodplain, archaeological, historical, or environmental items on or near the site.
- Special assessment related items, such as reports, hearings, notices, or waiver documents.
- Easements, title searches, right-of-way or parcel documentation or staking, or other property coordination
- Additional meetings with staff, committees or council. Notifications, press releases, or extra distribution of information for public or property owners. Preparation of displays, exhibits, renderings, other text, graphics, or drawings beyond what is described above.
- Providing CAD or other design files to Contractor, or creation of 3D surface models
- Coordinating change orders due to plan adjustments by Owner
- Site work, inspections, meetings or other field tasks in 2027.

Schedule: Consultant is prepared to complete this scope of work upon receipt of Client's written authorization and initiation of construction activities. Completion is anticipated in late 2026 in conjunction with final closeout of the construction contract.

Payment: The proposed project fee not to exceed amount is **\$56,750**, including equipment and expenses.

The payment method, basis, frequency, and other special conditions are set forth in Exhibit A-1. The listing of the duties, responsibilities and limitations of authority of the Resident Project Representative is set forth in Exhibit B.

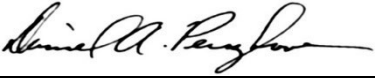
Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section IV Paragraph C. Limitations on Consultant's Liability: Modify Paragraph 1. by changing the amount from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000) at no additional cost to contract.

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Short Elliott Hendrickson Inc.

City of Ashland

By: 
Daniel A Penzkover, PE (WI, MI, IL)
Title: Client Service Manager | Principal

By: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Ashland, Wisconsin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 2, 2026

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between City of Ashland, Wisconsin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 2, 2026

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- (c) Determine if tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

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

SECTION III – PAYMENTS

A. Invoices

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

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

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

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

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

D. Assignment

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

E. Dispute Resolution

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

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

Ref: 2026-051

COUNCIL AGENDA:
8.G. (3/31/2026)

SUBJECT: Accept a Proposal for Professional Services from Energenecs, Inc. for the Ashland Water Pump VFD System Integration Project of the Supervisory Control and Data Acquisition (SCADA) Upgrades at the Drinking Water Treatment Plant (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Committee of the Whole, February 10, 2026

EXHIBITS: 1. Energenecs Proposal - March 4, 2026

EXPENDITURES REQUIRED: \$ 46,975.00

AMOUNT BUDGETED: \$ 80,000- Fund 680-63300-400 Maintenance of Pumping Equipment

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that Energenecs, Inc. 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:

At the February 10, 2026 meeting, the Committee of the Whole discussed Pump and Control Upgrades at the City's drinking water treatment facility. These upgrades will generally provide the benefit of using modern technology, referred to as a variable frequency drive (VFD), to increase the longevity of critical pumps and improve water quality through the reduction of disinfection byproducts (DBPs). The installation of VFDs on these pumps was recommended by Short, Elliott, Hendrickson, Inc. (SEH) following completion of a water age study.

The City's drinking water system relies heavily on a Supervisory Control and Data Acquisition (SCADA) system for automation of plant treatment processes. Installation of the VFDs will require integration into the City's SCADA system. Energenecs, Inc has a long history of successfully completing this work on behalf of the City and has provided pricing well within the available budget for the project.

SCADA integration services are considered to be a professional service and the City Attorney's office has verified that the City can accept the proposal from Energenecs, Inc. The proposal includes procurement of the necessary VFDs and associated controls along with SCADA integration and start up testing.

The cost of this project was budgeted for in the Water Utility's operating budget for 2026.



Proposal

DATE: March 4, 2026

PROJECT: Ashland VFD's & SCADA Integration

TO: Craig Adamzak
City of Ashland Water Utility

Energenecs, Inc. is pleased to offer the following scope of responsibility for the Ashland Water Pump VFD System Integration project in accordance with the email request from February 11, 2026.

Specifically includes:

Mitsubishi VFD's:

- Three (3) Mitsubishi F840 480V, 60 hp, Packaged VFD's with Ethernet IP connection
- Three (3) Remote HIM's
- Does not include pedestal mount

Total Price for Three (3) VFD's:

\$16,925.00

SCADA Integration:

- Program all three (3) VFD's communication via Ethernet IP Communication to existing Master PLC cabinet
- Program all three (3) VFD's for hard-wired backup communications
- Update existing HMI to display VFD parameters
- Three (3) HOA Switches to alternate between manual and auto control mode
- Update alarms

PROPOSAL INCLUDES:

- Project coordination and design
- Field start-up and testing, including travel costs
- One (1) year parts and labor warranty for all new hardware and software installed
- SCADA integration

PROPOSAL EXCLUSIONS

- Any applicable sales tax
- Installation of VFD's by Others
- Wiring, conduit and connections by Others
- All junction boxes by Others

- Load Reactors for Variable Frequency Drives are not proposed
- Mounting brackets for VFD's by Others

Total SCADA Integration Only Price: **\$30,050.00**

Combined Total (Excludes Electrical Contractor): **\$46,975.00**

Price valid until December 31, 2026.

Sincerely,

Keith Kohn
Energenecs
(262) 685-6506 Mobile
keith.kohn@energenecs.com

All applicable taxes will be added to the above price.
The Terms and Conditions attached apply to this Proposal.

Delivery: 16 to 24 Weeks From Approval

Energeneics, Inc.

Standard Terms and Conditions

PURCHASE ORDER FORMS

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods and services by Energeneics, Inc., a Wisconsin corporation ("SELLER") to the buyer named on the signature page of these Terms ("BUYER"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the goods and services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. By ordering any goods or services from SELLER, BUYER is agreeing to these Terms. The accompanying Proposal and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of BUYER'S general terms and conditions of purchase regardless of whether or when BUYER has submitted its purchase order or such terms. Fulfillment of BUYER'S order does not constitute acceptance of any of BUYER'S terms and conditions and does not serve to modify or amend these Terms.

SHIPPING TERMS AND TITLE & RISK OF LOSS

Delivery of the goods will be made F.O.B. factory unless expressly agreed upon in writing by the BUYER and SELLER. Title and risk of loss passes to BUYER upon shipment of the goods from SELLER'S factory. SELLER shall not be liable for any delays, loss, or damage in transit. As collateral security for the payment of the purchase price of the goods, BUYER hereby grants to SELLER a lien on and security interest in and to all of the right, title, and interest of BUYER in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of these Terms hereof.

CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLER'S continuing approval of BUYER'S credit and if, in SELLER'S sole judgment, BUYER'S credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

PRICE AND TERMS OF PAYMENT

BUYER shall purchase the goods and services from Seller at the prices set forth in attached Proposal. If the prices should be increased by SELLER before delivery of the goods to a carrier for shipment to BUYER, then these Terms shall be construed as if the increased prices were originally inserted herein, and BUYER shall be billed by Seller on the basis of such increased prices. From time to time, SELLER may require payment upfront, in advance, upon shipment of the goods to the job site, or upon certain milestones being met. If SELLER doesn't require payment in the above-mentioned manners, payment terms are: (a) net 30 days, calculated from the date of invoice; and (b) for any invoice that is not timely paid, interest will accrue on the unpaid amount of such invoice at 1.5% per month until the invoice is paid. Payment must be received before start up can be authorized. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, payment is due net 30 days from invoice date. BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorneys' fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by BUYER. BUYER may not under any circumstances withhold, offset, recoup or debit any amounts owed (or to become due and owing) to SELLER or any of our representatives, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to BUYER by SELLER.

WARRANTY AND LIMITATION OF LIABILITY

SELLER is a system integrator/manufacture's representative and, as such, our product guarantees and warranties, as applicable, are set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent. For the avoidance of doubt, SELLER makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

In no event shall SELLER be liable to BUYER or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not SELLER and BUYER have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

Except for the warranties set forth in these Terms, SELLER makes no warranty whatsoever with respect to the goods or services, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. In no event shall SELLER'S aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to SELLER for the goods and services sold hereunder.

IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS

All goods are shipped at the risk of the BUYER after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYER'S receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations, or returns must have prior written approval and are conditional on manufacturers' cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. These Terms shall also govern and be binding to all BUYER requested/approved change orders.

FORCE MAJEURE

SELLER shall not be liable or responsible to BUYER, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SELLER including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

AMENDMENT AND ASSIGNMENT

These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. Any additional or different terms proposed by BUYER are objected to and they will have no force or effect unless accepted by SELLER in writing. BUYER shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of SELLER. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves BUYER of any of its obligations under these Terms.

RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

DISPUTES AND CHOICE OF LAW

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal and state courts located in the State of Wisconsin in each case located in the City of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents

**THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL
AFTER THIRTY DAYS FROM ISSUANCE.**

By: Energenecs, Inc.

Keith Kohn

I accept this proposal and all terms thereof:

Accepted: _____

Title: _____

Date: _____

PO #: _____

SUBJECT: Accept a Proposal from Long Island Engineering, LLC for Professional Construction Administration Services for the 2026 Kreher Park Boat Launch Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Long Island Engineering, LLC Proposal

EXPENDITURES REQUIRED: \$ 40,500.00 - Fund 481 Parks & Grounds

AMOUNT BUDGETED: \$ 27,000.00 -Fund 481 Parks & Grounds Fund Balance
\$ 13,500.00 -Fund 453 Waterfront Development Fund Balance

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that Long Island Engineering, LLC 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 March 10, 2026 meeting, the Council approved an agreement with Smith Group for construction management of the Kreher Park Boat Launch, with the total contact amount being \$248,900. Smith Group is recommended for construction management for the project due to their expertise in the design of the boat launch and restrictions/complexities associated with the Superfund site.

However, City staff have requested cost savings measures from Smith Group, who determined that a portion of the work is relatively straightforward and, while oversight of the contractor is still recommended, does not require specialized personnel.

Smith Group has discussed the project with Long Island Engineering LLC, who is a local contractor capable of providing these services, and identified portions of the project that Long Island Engineering can manage at a reduced cost to the City. Long Island Engineering performed a similar role on behalf of Smith Group and the City during construction of the Ore Dock walkway.

However, to facilitate this arrangement, it is recommended that Long Island Engineering contract directly with the City. This was overlooked during approval of Smith Group's contract and Council approval of the contract with Long Island Engineering is requested. The total cost of Long Island's Services is estimated to be \$40,500 and this cost was included in the \$248,900 contract approved for Smith Group.

Thus, approval of a contract with Long Island is essentially a formality and has no impact on the budget for the project.

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: Approval to Purchase a Prefabricated Restroom Building from Urben Blu for the 2026 Miskwaa Park Project, and Allow the City of Ashland Public Works Department to Perform Public Construction without Advertising for Competitive Bids as Allowed in Chapter 194.05(4), Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Urben Blu Quote - January 14, 2026

EXPENDITURES REQUIRED: \$ 365,000.00 - Restroom Building
\$ 60,000.00 - Shipping, Equipment Rentals, Taxes & Fees
\$ 425,000.00 - Total Purchase

AMOUNT BUDGETED: \$249,000.00 - WI Department of Natural Resources (WI DNR) Stewardship Grant
\$551,000.00 - CP 450 Building & Facilities
\$800,000.00 - Total

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 22, 2025 that Urben Blu is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

Miskwaa Park (fka Baron Radiator site) project is under development by Public Works staff. Planning/design work continues on the concession building and specific elements of the future park, but a core feature of the project is the addition of a new public restroom to the downtown.

Restrooms in the City parks are cleaned by seasonal employees of the Facilities Division. A frequent issue with the existing restrooms in the downtown is vandalism and abuse of the facilities. Prefabricated restrooms with "smart" functions were investigated in response to these concerns.

The recommended prefabricated unit from Urben Blu features self-cleaning abilities and time limitations on restroom occupancy. These features support an opportunity for savings in personnel time and to deter misuse of the facilities. In addition, the prefabricated unit can be installed by City staff, with some contracted support for certain trades such as plumbing, electrical, equipment operation, that will be competitively procured at a later date. Approval to purchase the Urben Blu unit is requested due to significant lead times for orders.

[Chapter 194.05\(4\)](#), Ashland City Ordinances requires Council approval by three-fourths of all members-elect to allow for this class of public construction (building remodel/addition) or any part to be done directly by the City without submitting the same for bids.



Quote

URBEN BLU

599 Curé-Boivin
Boisbriand, QC, J7G 2A8
T. 1 450 437 8094

Date: January 14th, 2026

Client:
Adress

Contact:

Quantity	Description	Price (\$)	Total (\$)
1	Single Unit - Self-Cleaning ADA 1 toilet + 1 mechanical room 8'11" X 14'2"	250,000.00 \$	
1	Double Unit - Self-Cleaning ADA 2 toilets + 1 mechanical room 8'11"X 22'4"	350,000.00 \$	
	Included in the Urben Blu unit		
	12" heated concrete pad		
	Flat roof - White membrane		
	Concrete walls, anti-vandalism and anti-graffiti		
	Concrete sink		
	Air exchanger		
	Heated mechanical room		
	Personalized outside finishes		
	3D plan		
	Power pressure machine indoors/outdoors		
	Baby changing table		

1	Supervision of the site preparation and of the installation + Training **	Included	Included
	* Does not include plumber and electrician		
1	Band with, Software license, Technical support, Sim card, Supervision - 5 years	15,000.00 \$	15,000.00 \$
1	Shipping * Does not include crane	TBD	TBD
1	Tariffs	10,000.00 \$	10,000.00 \$
		Total	
	Terms :		
	40% with PO	Taxes	
	30% at 50% of production		
	30% at 100% of production	TOTAL	US

SUBJECT: Ordinance to Amend Chapter 806 (201-1834) An Ordinance to Approve a PUD-GDP, to Amend the Specific Implementation Plan for a Multi-Family Residential Land Use at 400 Beaser Avenue (Parcel # 201-00356-0000), Zoned Mixed Residential/Commercial (MRC) with Gateway Overlay (GTWY-O) and Planned Unit Development Overlay (PUD). Applicant: Vision, Inc., to Allow for a Maximum Height of the Principal Building of up to Fifty-Eight (58) Feet (*Planning and Development*) Roll.

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission: Recommended Approval at the March 17, 2026 Plan Commission meeting
Planning and Development Director

EXHIBITS:

1. Proposed Ordinance No. 2026-2032
2. Plan Commission Staff Report- March 17, 2026
3. Planned Unit Development Supplement Form

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: None

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: The Plan Commission reviewed and recommended approval of this item at the March 17, 2026 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The project is consistent with the Comprehensive Plan in that it is a redevelopment of a vacant former brownfield site with much needed infill apartment housing. The project would provide amenities for its residents and the developer is taking measures to minimize the amount of outdoor surface parking present onsite.

SUMMARY STATEMENT:

Developer Vision, Inc. acquired the property at 400 Beaser Avenue (parcel # 201-00356-0000) in late 2025, obtained Plan Review and building permit approvals, and started construction on site in December. The developer has since completed footing and foundation work and laid block for the first floor of the building. The developer obtained Plan Commission and Council approval of their Planned Unit Development-Specific Implementation Plan (PUD-SIP) in July 2025. Since beginning construction, the developer has finalized their truss design for the proposed apartment building. It is common that elements such as HVAC and truss designs are finalized during the construction process.

Recently the developer contacted planning staff and explained that due to the math for their final truss designs, they may need to ask for a slightly taller maximum building height than what was originally approved. As part of the original PUD the developer was permitted a maximum building height of 55 feet. The developer now requests a maximum of 58 feet. Staff explained that though the increase in height requested is small, the PUD process requires that the Plan Commission and Council review the requested height increase. The developer is not requesting any other change to the PUD conditions originally approved under the SIP. Please see the included Plan Commission staff report for additional information.

Sequential Ordinance No. 2026-2032

AN ORDINANCE TO AMEND CHAPTER 806 (201-1884) ORDINANCE TO APPROVE A PUD-GDP (PLANNED UNIT DEVELOPMENT - GENERAL DEVELOPMENT PLAN) APPROVE A PLANNED UNIT DEVELOPMENT, ASHLAND CITY ORDINANCES, TO AMEND THE SPECIFIC IMPLEMENTATION PLAN FOR A MULTI-FAMILY RESIDENTIAL LAND USE AT 400 BEASER AVENUE (PARCEL # 201-00356-0000), ZONED MIXED RESIDENTIAL/COMMERCIAL (MRC) WITH GATEWAY OVERLAY (GTWY-O) AND PLANNED UNIT DEVELOPMENT OVERLAY (PUD). APPLICANT: VISION, INC.

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

SECTION I

Section 806.06(c)6 shall be amended to read as follows:

Relief from UDO Section 4.6(C)(3) Maximum height of principal building. Forty-five (45) feet. Height allowance up to Fifty-eight (58) feet.

SECTION II

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

PASSED: March 31, 2026

PUBLISHED: April 9, 2026

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney



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

STAFF REPORT

Plan Commission – March 17th, 2026

Agenda Item # 6a: **Public Hearing: Planned Unit Development Review – Specific Implementation Plan (SIP) Amendment Approval for a Multi-Family land Use**

Zoning District: Mixed Residential/Commercial (MRC) with Gateway Overlay (GTWY-O) and Planned Unit Development (PUD) District

Property Address: 400 Beaser Avenue

Parcel #: # 201-00356-0000

Applicant: Vision Inc.

Staff Contact: Steven Wiley

Background

Developer Vision, Inc. acquired the property at 400 Beaser Avenue (parcel # 201-00356-0000) in late 2025, obtained Plan Review and building permit approvals, and started construction on site in December. The developer has since completed footing and foundation work and laid block for the first floor of the building. The developer obtained Plan Commission and Council approval of their PUD-SIP in July, 2025. Since beginning construction, the developer has finalized their truss design for the proposed apartment building. It is common that elements such as HVAC and truss designs are finalized during the construction process. Recently the developer contacted planning staff and explained that due to the math for their final truss designs they may need to ask for a slightly taller maximum building height than what was originally approved. As part of the original PUD the developer was permitted a maximum building height of 55 feet. The developer now requests a maximum of 58 feet. Staff explained that though the increase in height requested is small the PUD process requires that the Plan Commission and Council review the requested height increase. The developer is not requesting any other change to the PUD conditions originally approved under the Specific Implementation Plan.

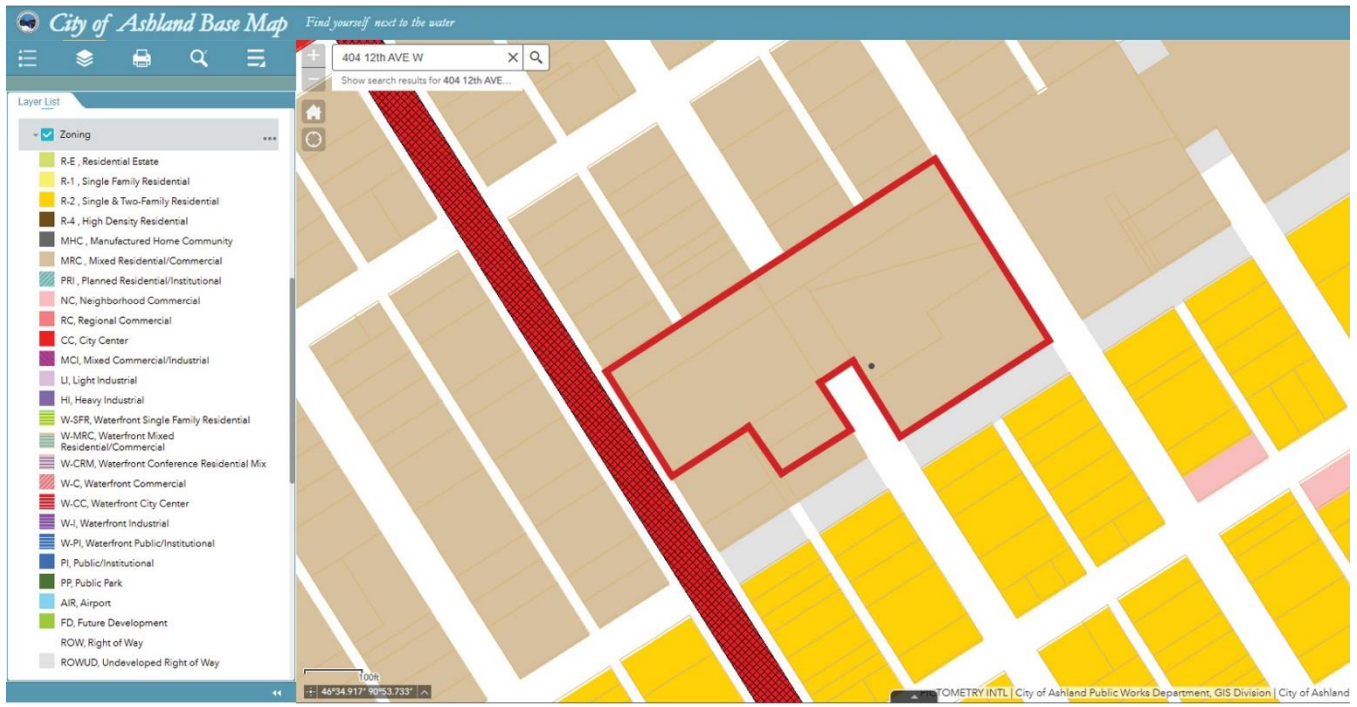
The Plan Commission voted to recommend approval of the PUD-GDP for the subject site at the April 22nd, 2025 Plan Commission meeting. The City Council subsequently voted to approve the PUD-GDP at the May 13th, 2025 Council meeting. Plan Commission voted to approve the PUD-SIP on July 15th, 2025 and Council voted to approve the PUD-SIP at the July 29th, 2025 Council meeting. The developer started construction onsite on December 15th, 2025 and hopes to complete construction by summer 2027 with a fall 2027 timeframe for occupancy. Staff is referring this PUD-SIP Amendment request to Plan Commission for review and a recommendation. The request is to alter the maximum height allowance under the original PUD from 55 feet to 58 feet. No other changes to existing PUD conditions are proposed.

Existing Land Use	Zoning
Under construction – Apartment complex - Former Roffers Site	Mixed Residential/Commercial (MRC) with Gateway Overlay (GTWY-O) and Planned Unit Development (PUD) Overlay

Adjacent Land Uses and Zoning

Existing Uses		Zoning
North	Single and Two-Family Residential	Mixed Residential/Commercial (MRC) with Gateway Overlay (GTWY-O), Mixed Residential/Commercial (MRC)
South	Single and Two-Family Residential	Single and Two-Family Residential (R-2) with Gateway Overlay (GTWY-O), Single and Two-Family Residential (R-2)
East	Ashland Police Department	Mixed Residential/Commercial (MRC)
West	Single and Two-Family Residential	Mixed Residential/Commercial (MRC) with Gateway Overlay (GTWY-O)

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



The subject property is outlined in red above. The tan is the current Mixed Residential/Commercial (MRC) zoning of the subject parcel and some adjacent properties. The yellow-orange to the south is the Single and Two-Family Residential (R-2) zoning. The red cross-hatched zoning along Beaser Avenue is Gateway Overlay zoning.

Use

The applicant is constructing the approved multi-family housing development and associated access drives/parking, open spaces, and stormwater retention on the subject site. The multi-family housing development and parking areas will be new structures on the formerly vacant parcel. The applicant's proposal to construct a multi-family use was discussed at the February 18th, 2025 Plan Commission meeting and the Commission expressed support for the proposal at that time. The Plan Commission recommended approval of the PUD-GDP at the April 22nd, 2025 Plan Commission meeting. The City Council also voted to approve the PUD-GDP at the May 13th, 2025 Council meeting. The Plan Commission and Council approved the original PUD-SIP in July of 2025. The developer is constructing the multi-family development as proposed in the PUD-SIP but would like an amendment to the original SIP to allow for three more feet in building height. No changes to the use as approved are proposed.

	<u>Minimum</u>	<u>Provided</u>
Front Setback (11 th Ave W)	Base Zoning - 35 feet	35 feet
Side Setback (north)	Base Zoning - 15 feet	35 feet
Side Setback (south)	Base Zoning - 15 feet	70 feet
Rear Setback (Beaser Ave)	Base Zoning - 35 feet	>70 feet

Access to the site is provided off of Beaser Avenue and 11th Ave W. The site is a former brownfields site and to staff's knowledge there are no known wetlands on the site. The proposed multi-family building is situated on the north and east portion of the site. The total impervious area for the site is approximately 117,541.9 square feet which is about 60 percent of the total site area. The building's placement onsite is consistent with the site plan approved.

The PUD process allowed the Plan Commission and City Council to set the maximum impervious surface allowance for the site. The MRC zoning applies the standards for the zoning district most closely resembling the proposed land use. For the multi-family use provided the High Density Residential (R-4) standards apply. The UDO allows for up to 60% impervious coverage for residential uses. The approved plan is at 60 percent impervious coverage and meets the code maximum allowance. Plan Commission and Council agreed to this in 2025 and no changes to the impervious surface coverage are proposed.

Setbacks of the R-4 district apply. The applicants' site plan shows that the proposed building placement meets or exceeds these setbacks. No changes are proposed to setbacks in the originally approved site plan.

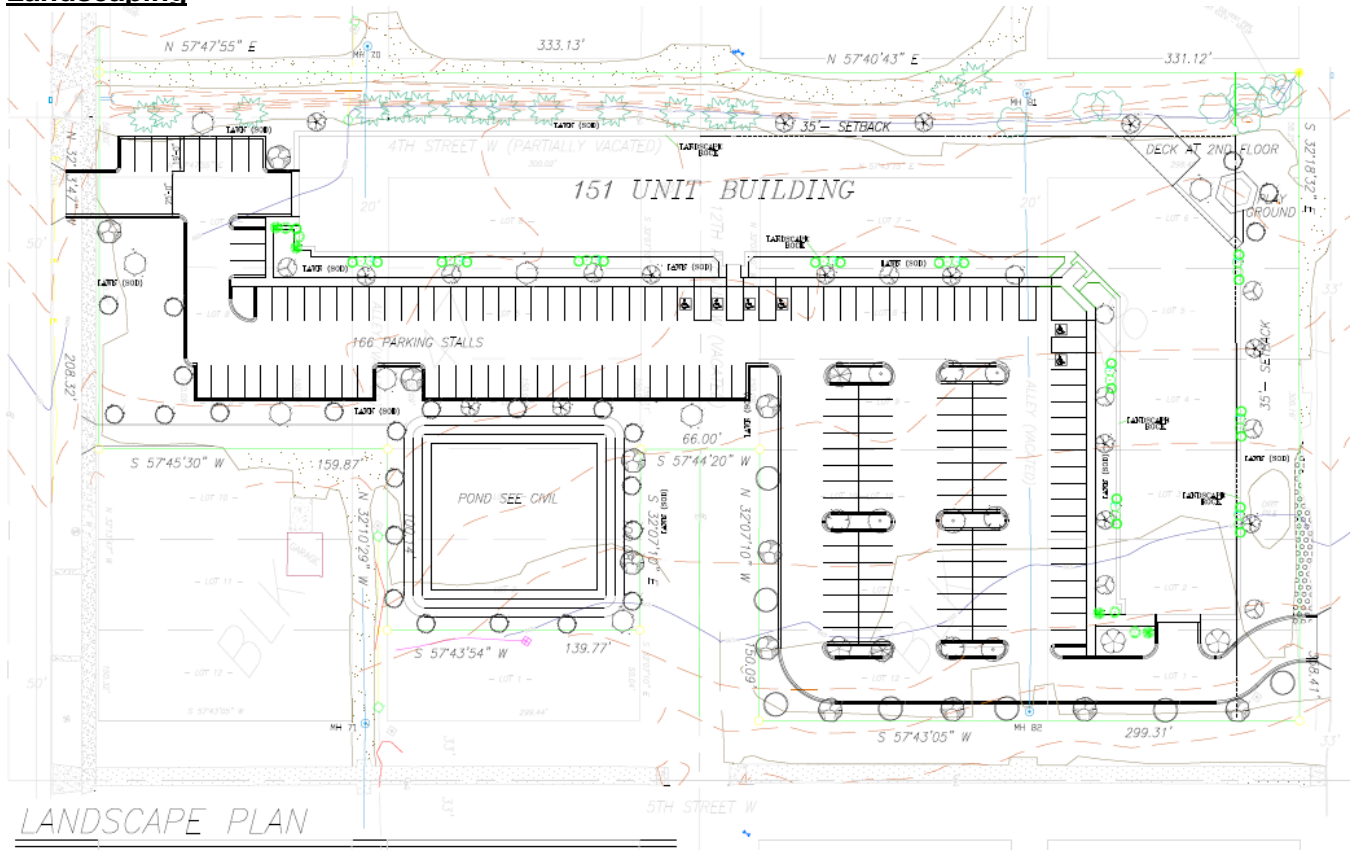
The Plan Commission and City Council may also set parking requirements for the site as part of the PUD process. Staff recommended and the Plan Commission and Council agreed to maintaining the ordinance requirement of one (1) parking space per efficiency unit, one (1) parking space per one-bedroom unit, and two (2) parking spaces per two-bedroom unit. The surface parking and covered parking together exceed the parking requirements. No changes are proposed to the parking plan.

The UDO requires that all parking and drive areas be paved with concrete or bituminous pavement. Properly designed porous pavement, concrete pavers, permeable pavers, or other materials may be approved provided that design and materials are consistent with the intent of the ordinance. The access drives and parking areas will consist of new bituminous pavement which is compliant with the UDO standards. The developer included an access from Beaser Avenue to the 12th Ave W alley in their plans that would allow property owners and visitors to access their properties from Beaser Avenue. No changes to the proposed access drives are proposed.

Stormwater Management/Utilities

Staff has had discussions with the applicants along with the Department of Public Works. The applicants and their designer submitted stormwater management plans and calculations as part of the PUD-SIP process. Since the original approval it was determined that the developer would install the proposed approximately 15,246 sq. ft. retention pond which will serve the site and turn the stormwater infrastructure over to the City which will own and maintain the stormwater infrastructure in perpetuity. No changes to the stormwater plans and calculations are proposed.

Landscaping

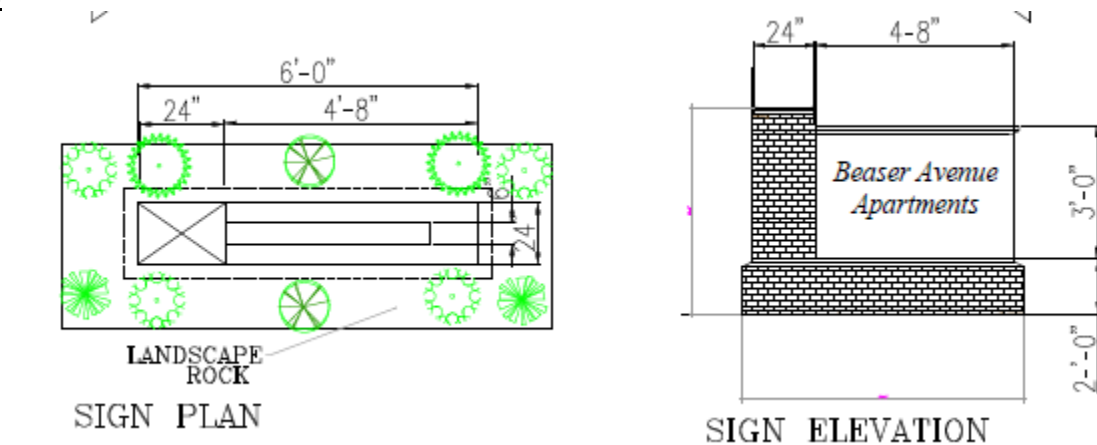


The applicants submitted a landscaping plan as part of the original PUD-SIP approval process. Staff determined that the plan exceeded code requirements and the plan was approved as part of the PUD-SIP. No changes are proposed to the landscaping plan.

Landscaping Requirements
Parcels less than 5 acres in area - Landscaping is based on undeveloped area
Deciduous trees: 1 tree per 2,500 sq. ft. (32 trees) OR
Coniferous trees: 1 tree per 1,000 sq. ft. (79 trees) AND
1 shrub per 1,000 sq. ft. (79 shrubs)
Parking Areas (20 or more spaces) - 10% of the interior parking area to be landscaped area. 25% of the required 10% to be planter islands

Landscaping Proposed
Black Hills Spruce – 21 trees
Crimson Cloud Hawthorn - 2 trees
Amur Maackia - 7 trees
Prairifire Crab Apple - 8 trees
American Hophornbeam - 7 trees
Ivory Silk Japanese Tree Lilac – 2 trees
Celebration Maple – 7 trees
Common Hackberry – 4 trees
Kentucky Coffeetree – 3 trees
White Oak – 8 trees
Northern Pin Oak – 2 trees
Sentry Linden – 5 trees
Purple Leaf Plum 3 Gal – 2 shrubs
2-2 ½" B&B – 2 shrubs
Anthony Waterer Spirea – 15" – 10 shrubs
Little Princess Spirea – 15" – 27 shrubs
Isanti Dogwood 2' – 14 shrubs
Scandia Juniper – 15" 26 shrubs
Total Coniferous Trees – 21 Trees
Total Deciduous Trees – 55 Trees
Total Shrubs – 81 Shrubs

Signage



Currently there are no permanent signs on the subject parcel. The applicant submitted a design for a monument sign in the plan set originally approved under the PUD-SIP. The sign standards for R-4 zoning will apply. A freestanding sign is permitted for a multi-family development such as this one. The sign copy area is limited to 32 sq. ft. and the maximum sign height permitted is 6 feet. The maximum sign structure area permitted is 75 sq. ft. Signs may not be internally illuminated. The base sign standards were applied for the PUD-SIP. The areas and heights of the monument sign as proposed would meet the ordinance requirements. The sign was proposed under the GDP at the north side of the

11th Ave W driveway entrance. Staff will work with the applicants to finalize the proposed placement of the signage as part of the sign permit process. Conditions of approval were that any signage meet the UDO sign requirements for R-4 zoning and that the applicants obtain a sign permit prior to constructing signage onsite. No changes are proposed to the conditions regarding signage.

Lighting

The applicants submitted a lighting plan which shows lighting levels. Ordinance requires minimum light levels for all drive and parking areas and that light trespass at the property lines not exceed 0.5 footcandles. Code states that for parking facilities for 3 or more vehicles on a residential site they should be lit to provide at least 0.25 footcandles on any surface with an average illumination level of at least 0.75 footcandles. The uniformity ratio between average and minimum illumination shall be no greater than 4 to 1. Staff reviewed the applicant's lighting plan and the light levels proposed for the parking and drive areas along with uniformity ratios appear to meet code. Staff does not recommend any changes in approval conditions regarding lighting.

Building Elevations

The UDO does not have many design standards for the MRC/R-4 zoning. The PUD process allows the Plan Commission and City Council the ability to set specific design requirements during the process. The applicants have provided building elevations as part of the GDP and SIP submittals. Elevations were included in the original application materials. The elevations show pitched roofs and balconies for the living units. The applicants finalized the appearances of their building facades as part of the SIP process. The overall building height originally proposed was 52 feet, 8 inches. The applicants requested and were granted a 55-foot height maximum for the proposed building under the PUD-GDP approval. They requested this because they need to accommodate one floor of covered parking and three floors of living units. Their design calls for a pitched roof which they believe is consistent architecturally with the neighborhood. Since starting construction and finalizing their truss designs the applicants have determined that the maximum building height may need to exceed 55 feet. Therefore, they have requested a 58-foot maximum building height. Staff does not have concerns with the new height maximum requested. No other changes to the originally approved PUD-SIP from 2025 are proposed. The applicants have not updated the final building height dimension on the elevations so the original dimension of 52 feet, 8 inches still appears. Staff would recommend as a condition of approval that the developer submit a revised elevation sheet with a final proposed height dimension within the allowed range (no greater than 58 feet overall).

Standards for Planned Unit Development Review

The City of Ashland's Unified Development Ordinance Section 3.8 (E) Creation of a Planned Unit Development (PUD) Overlay District – Approval Criteria provide the approval criteria for a PUD Specific Implementation Plan for the City of Ashland. The following decision criteria were used to review the submitted PUD-SIP Amendment:

1. Consistency with Comprehensive Plan.

The PUD-SIP with a proposed height amendment is consistent with the Comprehensive Plan goals. The subject parcel is located within the overlap of the Downtown Core & Commercial Districts and Traditional Neighborhood & Mixed-Use zones of the Future Land Use Map. The Plan recommends for the Downtown Core & Commercial Districts that mixed-use development increasingly populate this zone. Buildings would front the right-of-way more often than has occurred in the post WWII era. For the Traditional Neighborhood & Mixed-Use Districts zone typically single and two-family residential are the primary land uses in the zone. The Comprehensive Plan also recommends small cafes, local hardware stores, or pottery or art shops. The subject site is located within the overlap of the two future land use zones and the Comprehensive Plan does not delineate firm boundaries between each zone.

Part 1 of the Comprehensive Plan includes the goal to “Diversify and Upgrade via Infill Housing” (pg. 54). The proposed development involves the reuse of an urban infill site close to the downtown where utilities are readily available. The plan encourages projects such as the one proposed and recognizes that the City will also need to provide incentives in many cases to get projects done. The plan states that there is a need for additional housing options within the City.

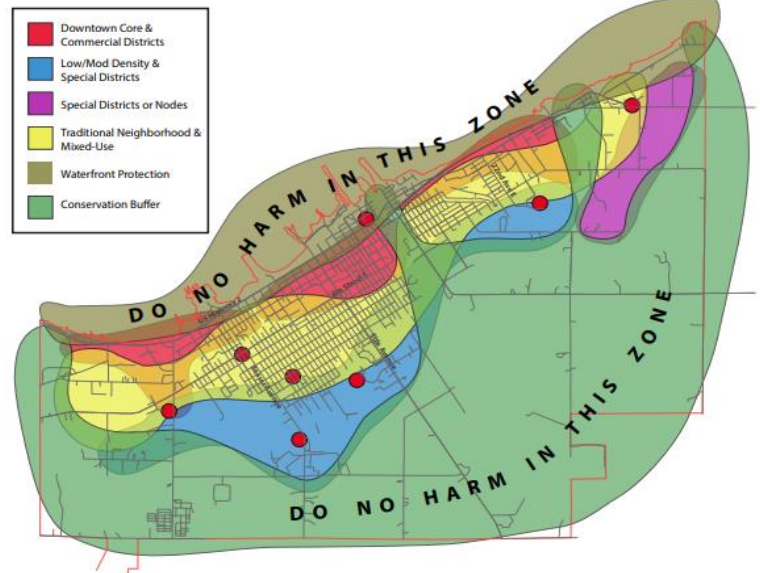
The project is consistent with the Comprehensive Plan in that it is a redevelopment of a vacant former brownfield site with much needed infill apartment housing. The project would provide amenities for its residents and the developer is taking measures to minimize the amount of outdoor surface parking present onsite.

2. Consistency with the UDO

This use is consistent with the UDO and would be permitted as a Conditional Use under the base MRC zoning. The land use, site coverage/impervious surface area, landscaping, and stormwater design will comply with the ordinance. Lighting, paving, and signage will also comply. The only relief from the ordinance requested and granted under the PUD-GDP and original SIP was for building height and minimum unit areas. Staff is of the opinion that the covered parking, pitched roofs, and building materials offer opportunities to offset the ordinance relief requested. Density, setbacks, and use of the proposed structure are consistent with the ordinance.

The development is located on the northern and eastern portion of the parcel towards 11th Ave E and parking located on the interior of the site away from the streets wherever possible. Landscaping is planned around the building and parking areas and within parking areas so this will help aesthetically. Staff finds that granting relief from the height minimums of the UDO and the requested amendment to the original PUD-SIP is in the public interest if the applicants are providing features such as covered parking and pitched roofs which are not required by code.

FUTURE LAND USE PLAN



3. Open Space

The design includes an outdoor patio and open areas for the residents. Additionally, there are landscaping areas and buffers planned around the building particularly to the north and east. There will be a stormwater retention pond to the south of the proposed building. The developers have stated that Ryan Nelson of their team will serve as the managing member of the ownership entity and provide leadership and oversight. Ongoing management and maintenance will be handled by Vision MC, Inc. a subsidiary of Vision, Inc. specifically established to manage all Vision, Inc.-owned properties. They are committed to retaining and maintaining their developments once completed.

4. Effect on the Neighborhood

The existing development around the subject site consists of single and two-family residential uses on standard urban residential parcels. The Ashland Police Department is located across 11th Ave W to the east. The former Beaser School/CESA property and Beaser Park are to the south. Though the proposed development is higher density than the existing residential development the applicants are taking measures such as installing required landscaping, adding pitched roofs and gables, and breaking up the building facades with window openings, balconies, and material changes. All of these measures will ensure that the proposed development fits contextually with the surrounding neighborhood. Though traffic will result due to the new development, there are two means of entering and exiting the site (on Beaser Avenue and 11th Ave W) so not all of the traffic is anticipated to enter and exit onto one street. The developers have also planned an alley access to connect the 12th Ave W alley with Beaser Avenue to allow access for neighboring properties off of Beaser Avenue. Planning staff discussed this with Public Works and the Public Works Director believes an access from the alley to Beaser Avenue can work. The requested height allowance (from 55 feet of the original PUD to 58 feet) is small and the increase in impact of granting the additional few feet will be small when considered relative to the original 55-foot maximum height granted.

5. Phasing

The applicants plan to complete the development as proposed in one phase. In the future there could be potential for a second phase depending on how this project goes and land availability. The project as proposed is treated as one phase. The developers' intent is to implement the project as approved. The project consists of one building, associated access drives/parking, stormwater management, outdoor areas, and landscaping. If the applicants decide they need to deviate from the originally proposed GDP/SIP they would come back to City staff and the Plan Commission for further review.

6. Relationship to Existing Structures

The area around the subject site is well developed and urban in nature with single and two-family residential homes and some larger structures such as the Ashland Police Department and former Beaser School/CESA building. The proposed placement of the structure will not impact the developability of any surrounding parcels. There are existing City utilities running under the subject site and Public Works and Planning staff have been coordinating on plans to relocate these in anticipation of the proposed development. The relocation of the utilities will not negatively impact other properties. The proposed building's height (at up to 58 feet) is taller than the adjacent structures nearby but the pitched roofs and other façade design elements including balconies and material changes will mitigate the impact the building has on adjacent structures. Additionally, the developers are proposing a 35-foot side setback on the northern side of the site which will further reduce the impact because the building would be placed further back than the base 15-foot setback required. Staff does not have concerns with the proposed development's relationship to existing structures.

Application Submittal Requirements

UDO Section 3.8 includes the submittal requirements for a PUD-SIP review. These include the following items which staff and the Plan Commission reviewed under the original permit:

- a. Context Map: A map of the project including its relationship to the surrounding properties, topography, or other prominent site features. **The applicants and their designer submitted the required context map which contains this information as part of the original PUD-SIP. The map displays the proposed development's placement and layout in relation to the surrounding parcels,**

existing development on those parcels, and streets. An aerial of the site is included on the context map. No changes are proposed to this map from before.

- b. **Statement:** A statement as to why the planned unit development (PUD) zoning is proposed. The statement shall identify reasons why planned unit development (PUD) zoning is preferable to development under standard zoning districts. The applicants submitted a statement to staff explaining that they wish to develop this property as a multi-family land use. They have submitted elevations showing pitched roofs and indicating building heights. Additionally, they submitted building floor plans showing unit layouts. The applicants requested and obtained PUD zoning to allow them the flexibility required for building height and unit area to allow for pitched roofs that would aesthetically fit the neighborhood. Base zoning allows up to a 45-foot height maximum. The applicants requested and were granted 55 feet. They are now back at Plan Commission to request a small increase in building height up to 58 feet based on the proposed truss designs. They requested and were granted flexibility on unit size minimums also. They received up to a 10% allowance from the unit area minimums required by code and are using units similar to those in other developments they have done. The developers are accommodating covered parking and three floors of living units to achieve the unit count needed for the development to cash flow. The applicants have stated that they will meet the other UDO requirements. Therefore, the flexibility allowed by the PUD zoning is desirable.
- c. **Site Plan:** A site plan of the planned unit development (PUD) at a scale of not less than one-inch equals one hundred feet (1" = 100') showing the following:
 - (1) **Land uses and development densities:** The drawings in the originally-approved plan set are all scaled at 1" = 100' or greater and show the proposed multi-family development. The site plan page includes data on unit counts and there was enough data as required by the original PUD-SIP process. No changes in land uses or densities are proposed.
 - (2) **The size, arrangement, and location of parcels:** The site plan shows the parcel which is the subject property for which the PUD will apply and includes the parcel location off of Beaser Avenue, 11th Ave W, and the 5th Street Corridor Trail. The parcel area of 195,817 sq. ft./4.49 acres is listed on the plan. This has not changed.
 - (3) **The proposed general location of buildings or groups of buildings:** The site plan shows the single multi-family building on the north and east portion of the site. This has not changed and the building is now under construction.
 - (4) **The location, design, and construction of public and private streets:** The site plan shows the existing streets that serve the area including Beaser Avenue, 11th Ave W, and 12th Ave W. For the access drive and drive areas within the subject development the plan shows their locations and includes dimensions and labels describing the surfacing (asphalt pavement) proposed. No changes to street and access layouts are proposed.
 - (5) **The location of recreational areas and open space and a description of who will own and maintain the spaces:** The site plan approved shows an outdoor lower level patio, and upper level deck, along with stormwater retention area. The PUD-GDP application also included a statement from the developer explaining that their management company (Vision MC, Inc.) will maintain the property including open spaces.
 - (6) **A general landscaping plan:** The applicant submitted a landscaping plan with locations, the number and type of proposed plantings, and a landscaping schedule and legend which was reviewed and approved under the original PUD-SIP. For parcels less than 5 acres in area landscaping required is based on the undeveloped area. The number of trees proposed exceeded the code requirement and the developer had updated the plan with required shrubs and parking lot landscaping for the original SIP approval. No changes to the landscaping plan are proposed.

- (7) A general grading plan, indicating onsite stormwater management facilities and indicating the amount and location of off-site drainage: The applicant submitted a grading and erosion control plan as part of the original SIP submittal package and this plan was approved. This plan includes existing and proposed contours, proposed grade slopes, and stormwater management facilities. The plan does not indicate any off-site drainage occurring. No changes to these elements are proposed.
- (8) Identification of mature vegetation on the site and a proposal to preserve such vegetation worthy of protection: The applicants' site plan identifies existing vegetation including trees on the northern edge of the site. The developer will plant new trees and shrubs in accordance with UDO requirements and the originally-approved plan and landscaping schedule. The landscaping plan has not changed.
- (9) Identification and/or delineation of wetlands and floodplains within the site and a proposal to protect such areas from encroachment or degradation: There are no wetlands or floodplains on site to staff's and the applicants' knowledge. This is also noted on the preliminary and finalized plans.
- (10) Statistical data on the size of the development, density/intensity of various sub-areas, and expected phasing or staging: The applicant's site plan includes data on the physical sizes of the building and on unit counts for each unit type. The project is planned in one stage of implementation. No changes to any of this are proposed.
- (11) A description of the intended organizational structure for a property owner's association, if any: The developers have explained to staff that upon completion of the development, Ryan Nelson, CEO of development company Vision, Inc., will serve as the managing member of the entity, providing leadership and oversight. Ongoing management and maintenance will be handled by Vision MC, Inc., a subsidiary of Vision, Inc., specifically established to manage all Vision, Inc.-owned properties. The developer is committed to retaining and maintaining their developments post-stabilization. No changes to this are proposed.
- (12) A description of the deed restrictions or restrictive covenants, if any: There are no deed restrictions or restrictive covenants to staff's or the applicant's knowledge. There is a DNR closure letter regarding measures that might need to occur if some areas of the site are disturbed. This letter was included in the RFP materials sent out and shared with the developers. The developers are aware of it and will continue to meet any DNR requirements during their construction process.

Review Recommendation

Staff recommends APPROVAL of the PUD-SIP Amendment to allow an increase in the maximum permitted building height at 400 Beaser Avenue (Parcel # 201-00356-0000) contingent on the following conditions:

- Approval is for the increase in maximum building height from a 55-foot allowance to a 58-foot allowance. No other changes are proposed to the finalized plans originally submitted and approved at the July 29th, 2025 Council meeting under the original PUD-SIP. If the applicant decides to make changes from the approved plans the applicant shall follow up with Planning and Development staff, and obtain required approvals through staff, and if necessary Plan Commission and Council.
- City Council granted relief from UDO Section 4.6(C)(3) Maximum height of principal building. Forty-five (45) feet. Height allowance up to Fifty-five (55) feet was approved under the original PUD. The amended height maximum permitted is now Fifty-eight (58) feet. Applicants shall submit a revised elevation sheet to Planning staff including the updated, finalized overall building height (not to exceed 58 feet).

- Any changes in the proposed land use or additional uses proposed shall require a PUD amendment and Plan Commission/City Council review.
- See the PUD-SIP approved by Council at the July 29th, 2025 Council meeting for all other applicable conditions for this PUD which remain in effect.

Additionally, as a Public Hearing is scheduled for the proposed PUD-SIP amendment, the Plan Commission should hear all input from the public prior to making a determination. A Class 2 public hearing notice was issued on February 26th & March 5th, 2026 and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

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



PLANNED UNIT DEVELOPMENT (PUD) SUPPLEMENT FORM

Property Address: 400 Beaser Ave

Parcel # 201- 201-00356-0000

Zoning District: MRC

Applicant: Vision, Inc

E-mail/Mailing Address of Applicant:

Phone Number (daytime):

Application for:

PUD- General Development Plan (GDP): \$150

PUD- Specific Implementation Plan (SIP): \$75

Description of Proposed GDP/SIP:

Vision requests a minor amendment to the approved Specific Implementation Plan for the 151-unit multi-family housing development to increase the previously granted height variance from 55 feet to 58 feet. Preliminary truss calculations indicate the final structural design may slightly exceed the approved 55-foot limit. This modest 3-foot adjustment ensures structural integrity and code compliance while allowing flexibility in the engineering and design to support the project's overall intent.

Application Checklist:

Application fee

PUD completed checklist and items

For Office Use:

Approved Approval Date: _____ Paid

Conditions (if applicable):

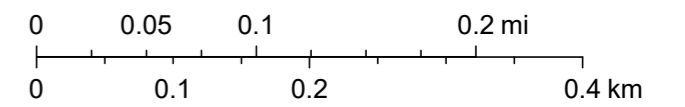
Proposed Vision Project Site



3/5/2025, 3:01:14 PM

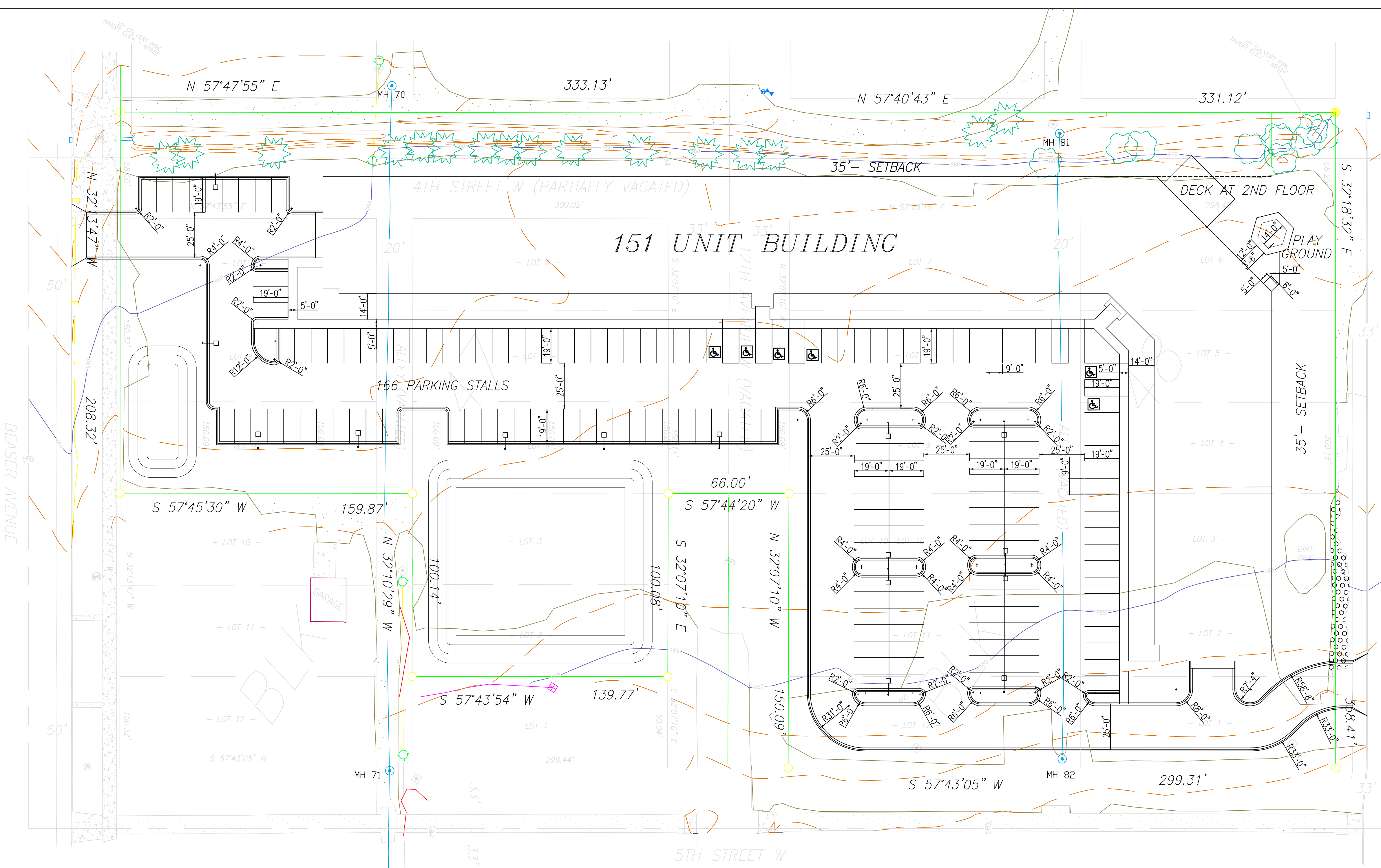
1:8,044

- Tax Parcels
- State Highway
- Ten Foot Contours 2015
- Road Centerlines
- Municipality
- World Hillshade
- US Highway
- Rivers & Streams



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ONE BEDROOM UNITS = 54
 TWO BEDROOM UNITS = 34
 EFFICIENCY UNITS = 63
 TOTAL = 151



SITE PLAN

1"=30'-0"

BLOCK 53

BLOCK 52

SITE DATA

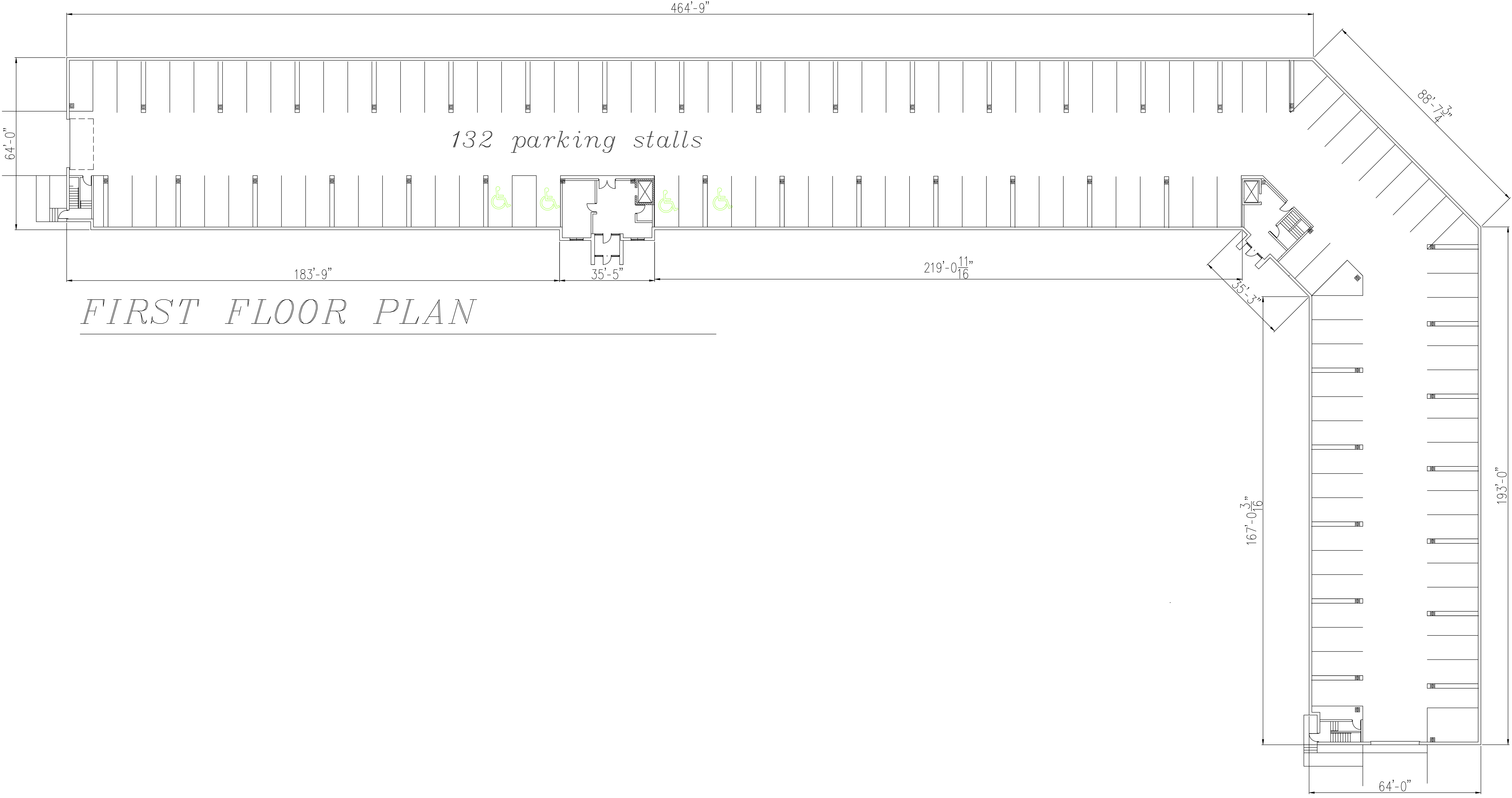
AREA 195,817.0 SF OR 4.49 ACRES
 SITE COVERAGE BY BUILDING = 44,441.8 SF OR 22.6%
 SITE COVERAGE BY PARKING AND WALKS = 72,277.4 SF OR 36%
 SITE COVERAGE BY PATIO = 822.7 SF
 TOTAL SITE COVERAGE = 117,541.9 SF OR 60%
 GREEN SPACE LAWN AREA 78,275.1 SF OR 40%

PARKING DATA

167 OPEN PARKING STALLS
 132 OPEN PARKING STALLS
 299 TOTAL PARKING STALLS

BUILDING DATA

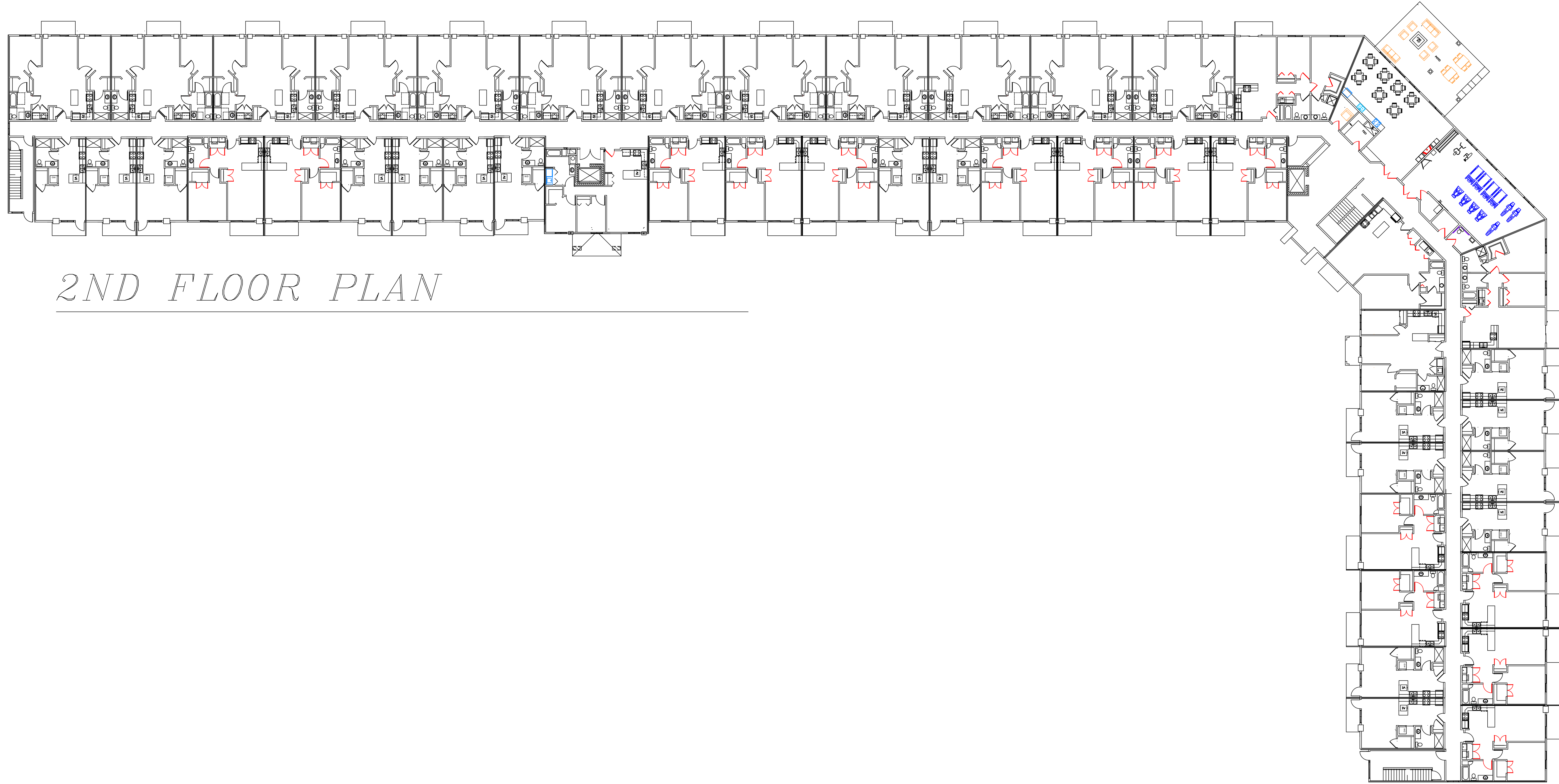
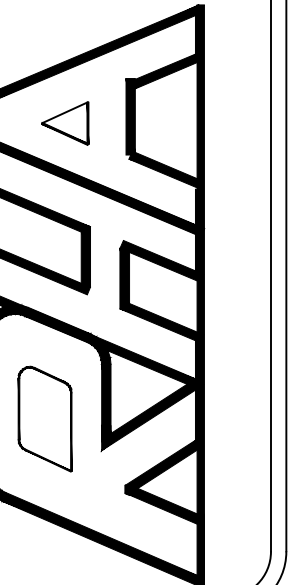
FIRST FLOOR 44,441.8 SF
 SECOND FLOOR 44,441.8 SF
 THIRD FLOOR 44,441.8 SF
 FOURTH FLOOR 44,441.8 SF
 TOTAL 177,767.2 SF



FIRST FLOOR PLAN



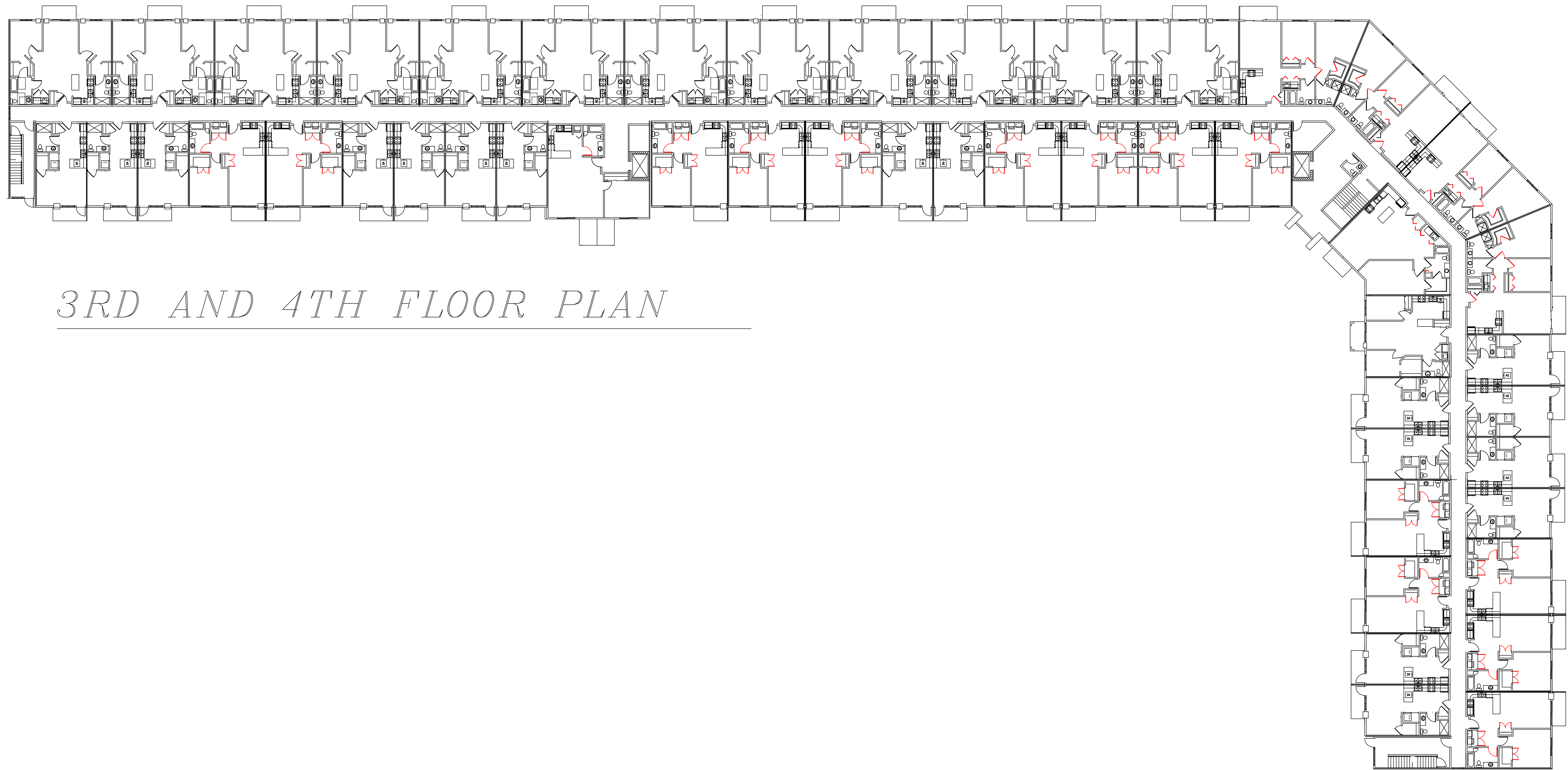
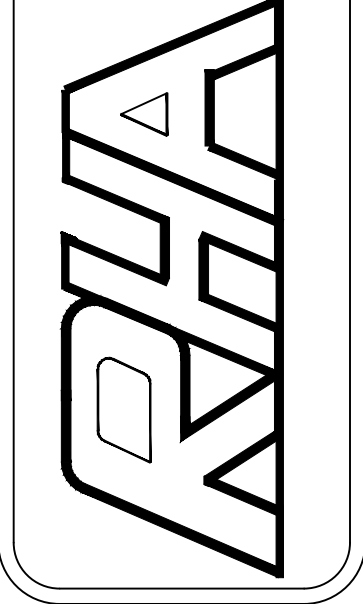
FRONT ELEVATION



2ND FLOOR PLAN



REAR ELEVATION



3RD AND 4TH FLOOR PLAN

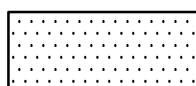
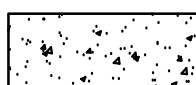
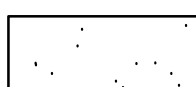


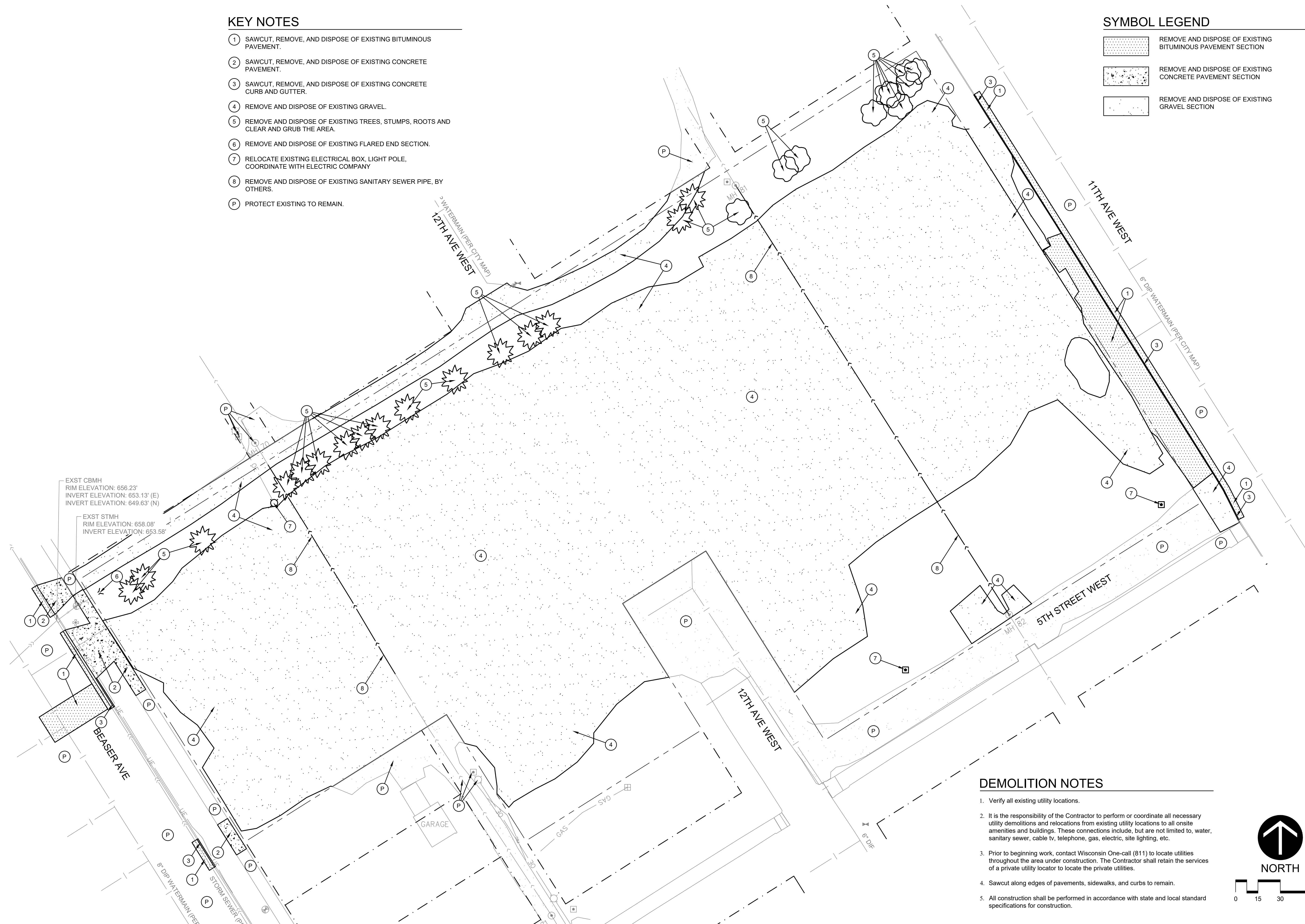
SIDE ELEVATION

KEY NOTES

- ① SAWCUT, REMOVE, AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT.
- ② SAWCUT, REMOVE, AND DISPOSE OF EXISTING CONCRETE PAVEMENT.
- ③ SAWCUT, REMOVE, AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
- ④ REMOVE AND DISPOSE OF EXISTING GRAVEL.
- ⑤ REMOVE AND DISPOSE OF EXISTING TREES, STUMPS, ROOTS AND CLEAR AND GRUB THE AREA.
- ⑥ REMOVE AND DISPOSE OF EXISTING FLARED END SECTION.
- ⑦ RELOCATE EXISTING ELECTRICAL BOX, LIGHT POLE, COORDINATE WITH ELECTRIC COMPANY
- ⑧ REMOVE AND DISPOSE OF EXISTING SANITARY SEWER PIPE, BY OTHERS.
- P PROTECT EXISTING TO REMAIN.

SYMBOL LEGEND

-  REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT SECTION
-  REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT SECTION
-  REMOVE AND DISPOSE OF EXISTING GRAVEL SECTION

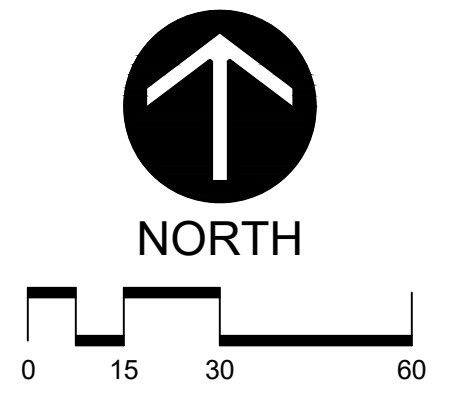


EXST CBMH
RIM ELEVATION: 656.23'
INVERT ELEVATION: 653.13' (E)
INVERT ELEVATION: 649.63' (N)

EXST STMH
RIM ELEVATION: 658.08'
INVERT ELEVATION: 653.58'

DEMOLITION NOTES

1. Verify all existing utility locations.
2. It is the responsibility of the Contractor to perform or coordinate all necessary utility demolitions and relocations from existing utility locations to all onsite amenities and buildings. These connections include, but are not limited to, water, sanitary sewer, cable tv, telephone, gas, electric, site lighting, etc.
3. Prior to beginning work, contact Wisconsin One-call (811) to locate utilities throughout the area under construction. The Contractor shall retain the services of a private utility locator to locate the private utilities.
4. Sawcut along edges of pavements, sidewalks, and curbs to remain.
5. All construction shall be performed in accordance with state and local standard specifications for construction.

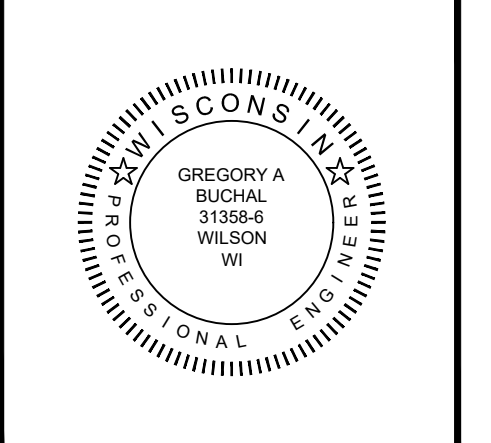


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VISION INC.
PO BOX 23
SUPERIOR, WI 54880

ASHLAND APARTMENTS
ASHLAND, WI



Rev.	Date	Description

Project #: 12256011
Drawn By: KBK
Checked By: TJH
Issue Date: 06.27.25
Sheet Title:



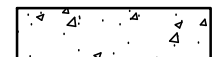
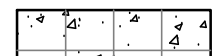
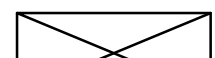
DEMOLITION PLAN

Sheet:
C100



KEY NOTES

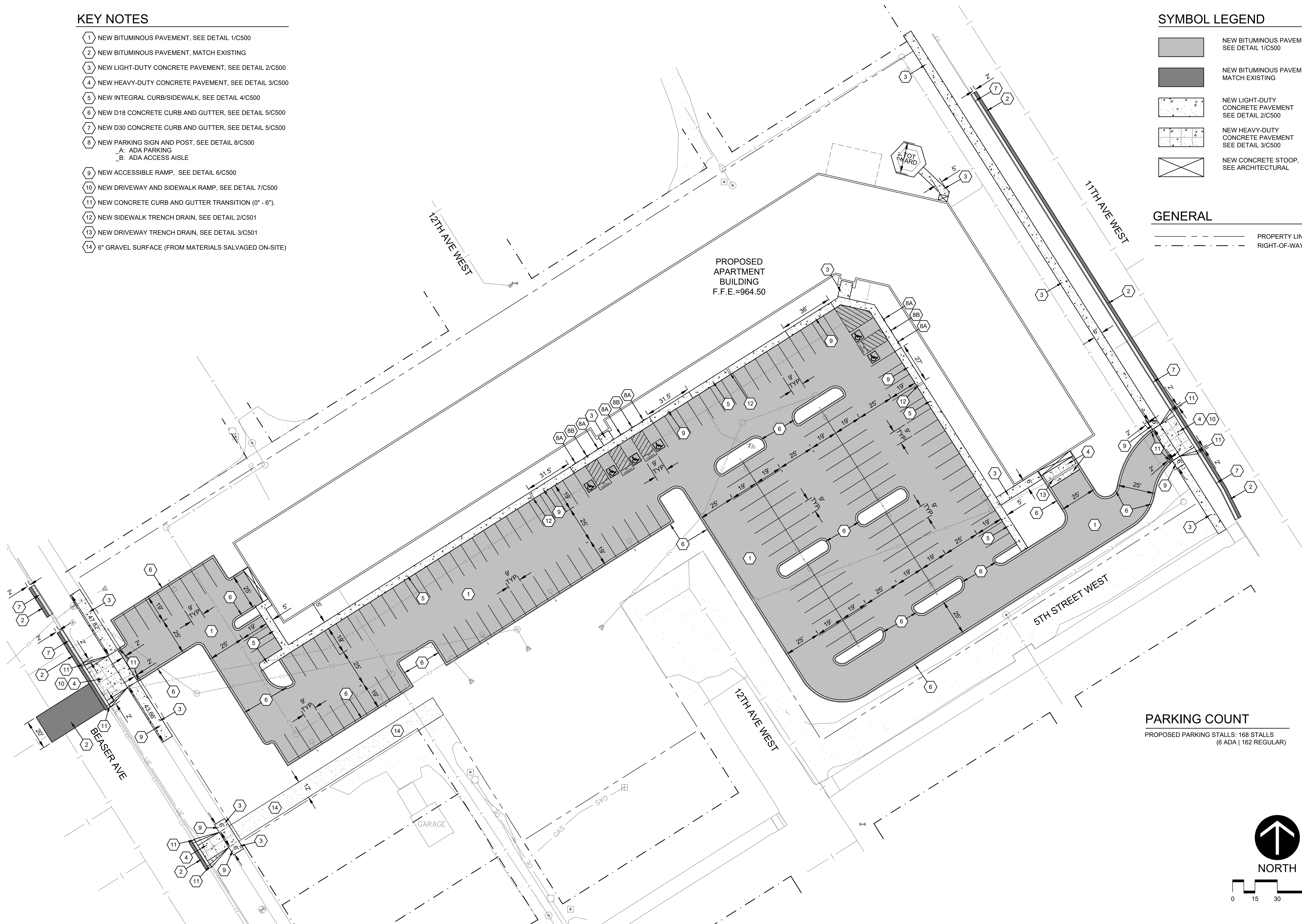
- 1 NEW BITUMINOUS PAVEMENT, SEE DETAIL 1/C500
- 2 NEW BITUMINOUS PAVEMENT, MATCH EXISTING
- 3 NEW LIGHT-DUTY CONCRETE PAVEMENT, SEE DETAIL 2/C500
- 4 NEW HEAVY-DUTY CONCRETE PAVEMENT, SEE DETAIL 3/C500
- 5 NEW INTEGRAL CURB/SIDEWALK, SEE DETAIL 4/C500
- 6 NEW D18 CONCRETE CURB AND GUTTER, SEE DETAIL 5/C500
- 7 NEW D30 CONCRETE CURB AND GUTTER, SEE DETAIL 5/C500
- 8 NEW PARKING SIGN AND POST, SEE DETAIL 8/C500
A: ADA PARKING
B: ADA ACCESS AISLE
- 9 NEW ACCESSIBLE RAMP, SEE DETAIL 6/C500
- 10 NEW DRIVEWAY AND SIDEWALK RAMP, SEE DETAIL 7/C500
- 11 NEW CONCRETE CURB AND GUTTER TRANSITION (0" - 6").
- 12 NEW SIDEWALK TRENCH DRAIN, SEE DETAIL 2/C501
- 13 NEW DRIVEWAY TRENCH DRAIN, SEE DETAIL 3/C501
- 14 6" GRAVEL SURFACE (FROM MATERIALS SALVAGED ON-SITE)

SYMBOL LEGEND

-  NEW BITUMINOUS PAVEMENT
SEE DETAIL 1/C500
-  NEW BITUMINOUS PAVEMENT
MATCH EXISTING
-  NEW LIGHT-DUTY
CONCRETE PAVEMENT
SEE DETAIL 2/C500
-  NEW HEAVY-DUTY
CONCRETE PAVEMENT
SEE DETAIL 3/C500
-  NEW CONCRETE STOOP,
SEE ARCHITECTURAL

GENERAL

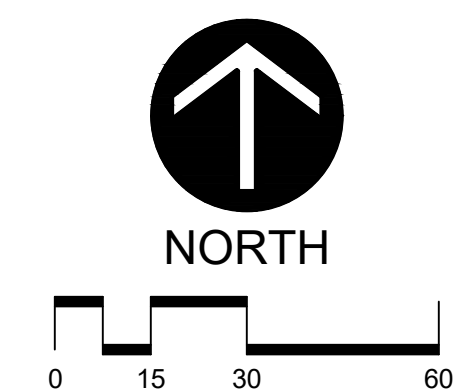
-  PROPERTY LINE
-  RIGHT-OF-WAY LINE



PROPOSED
APARTMENT
BUILDING
F.F.E.=964.50

PARKING COUNT

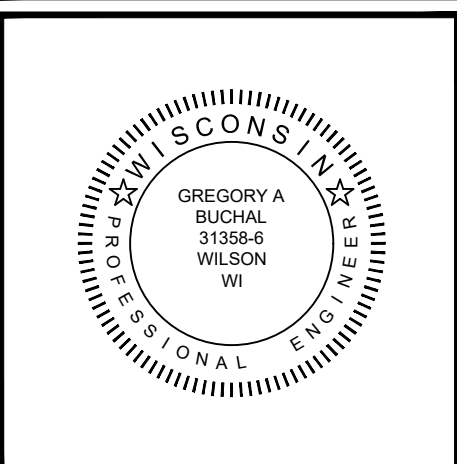
PROPOSED PARKING STALLS: 168 STALLS
(6 ADA | 162 REGULAR)



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ASHLAND APARTMENTS
ASHLAND, WI



Rev.	Date	Description

Project #: 12256011
Drawn By: KBK
Checked By: TJH
Issue Date: 06.27.25
Sheet Title:

SITE PLAN

Sheet:
C200

KEY NOTES

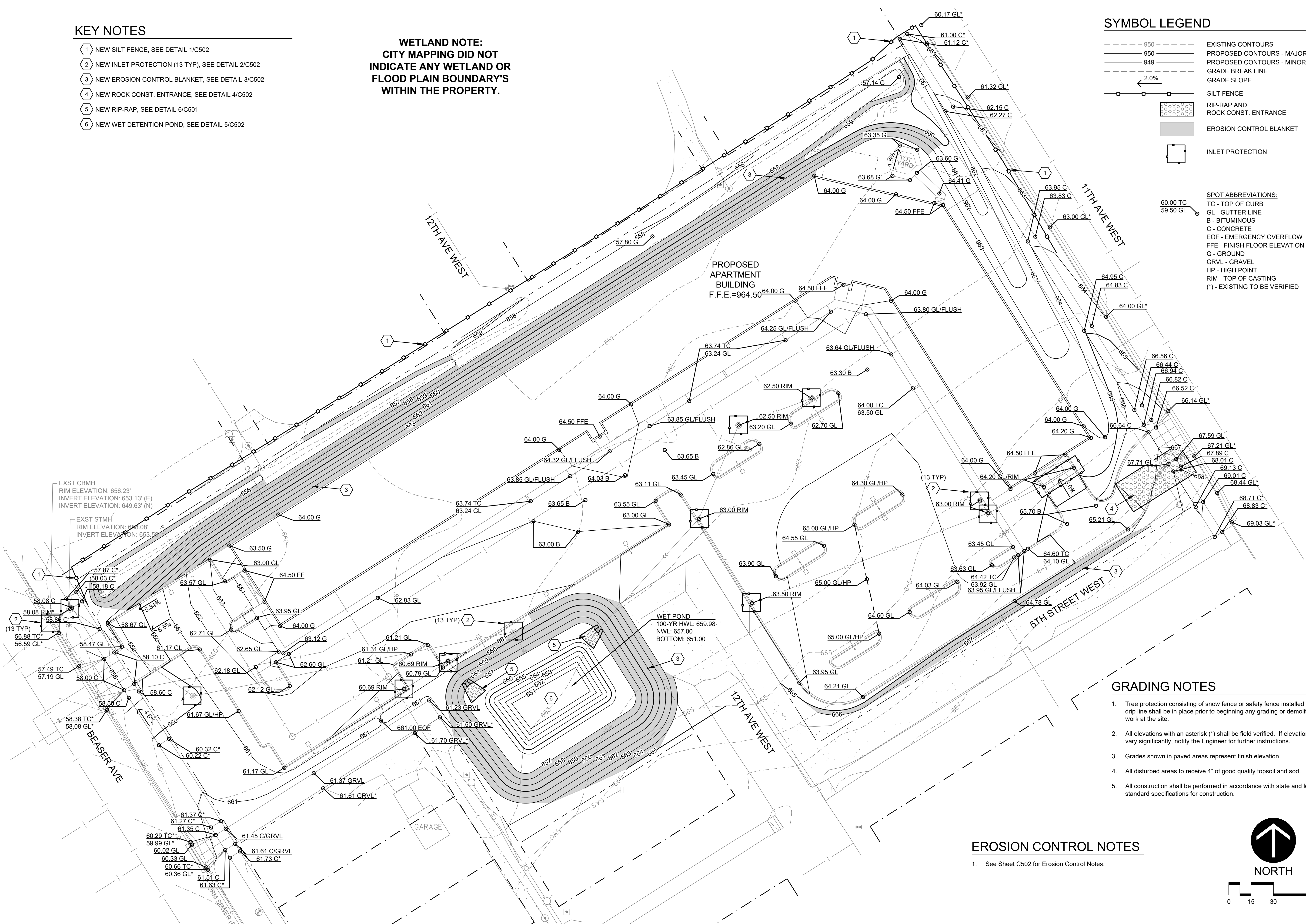
- 1 NEW SILT FENCE, SEE DETAIL 1/C502
- 2 NEW INLET PROTECTION (13 TYP), SEE DETAIL 2/C502
- 3 NEW EROSION CONTROL BLANKET, SEE DETAIL 3/C502
- 4 NEW ROCK CONST. ENTRANCE, SEE DETAIL 4/C502
- 5 NEW RIP-RAP, SEE DETAIL 6/C501
- 6 NEW WET DETENTION POND, SEE DETAIL 5/C502

**WETLAND NOTE:
CITY MAPPING DID NOT
INDICATE ANY WETLAND OR
FLOOD PLAIN BOUNDARY'S
WITHIN THE PROPERTY.**

SYMBOL LEGEND

- 950 --- EXISTING CONTOURS
- 950 --- PROPOSED CONTOURS - MAJOR INTERVAL
- 949 --- PROPOSED CONTOURS - MINOR INTERVAL
- - - - GRADE BREAK LINE
- 2.0% GRADE SLOPE
- SILT FENCE
- RIP-RAP AND ROCK CONST. ENTRANCE
- EROSION CONTROL BLANKET
- INLET PROTECTION

- SPOT ABBREVIATIONS:**
- TC - TOP OF CURB
 - GL - GUTTER LINE
 - B - BITUMINOUS
 - C - CONCRETE
 - EOF - EMERGENCY OVERTFLOW
 - FFE - FINISH FLOOR ELEVATION
 - G - GROUND
 - GRVL - GRAVEL
 - HP - HIGH POINT
 - RIM - TOP OF CASTING
 - (*) - EXISTING TO BE VERIFIED

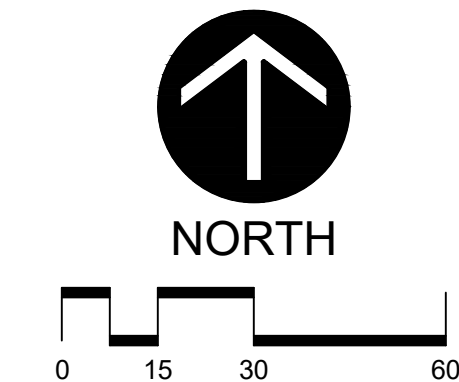


GRADING NOTES

1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
2. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
3. Grades shown in paved areas represent finish elevation.
4. All disturbed areas to receive 4" of good quality topsoil and sod.
5. All construction shall be performed in accordance with state and local standard specifications for construction.

EROSION CONTROL NOTES

1. See Sheet C502 for Erosion Control Notes.



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PO BOX 23
SUPERIOR, WI 54880

ASHLAND APARTMENTS
ASHLAND, WI

PROFESSIONAL ENGINEER
GREGORY A. BUCHANAN
31358-6
WISCONSIN
WI

Rev.	Date	Description

Project #: 12256011
Drawn By: KBK
Checked By: TJH
Issue Date: 06.27.25

Sheet Title:
**GRADING AND
EROSION CONTROL
PLAN**

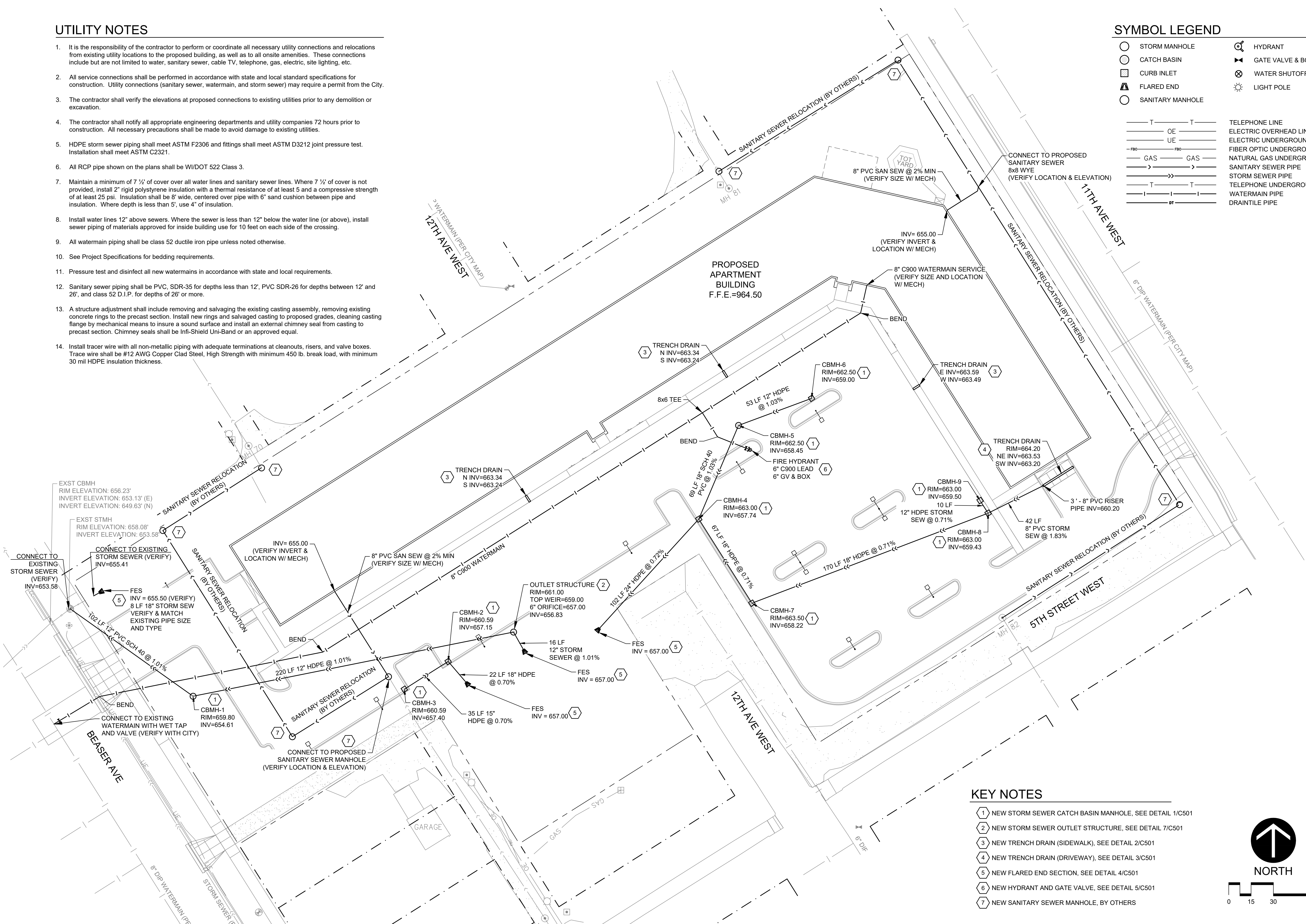
Sheet:
C300

UTILITY NOTES

- It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
- All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
- The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
- The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
- HDPE storm sewer piping shall meet ASTM F2306 and fittings shall meet ASTM D3212 joint pressure test. Installation shall meet ASTM C2321.
- All RCP pipe shown on the plans shall be W/DOT 522 Class 3.
- Maintain a minimum of 7 1/2' of cover over all water lines and sanitary sewer lines. Where 7 1/2' of cover is not provided, install 2" rigid polystyrene insulation with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 8" wide, centered over pipe with 6" sand cushion between pipe and insulation. Where depth is less than 5', use 4" of insulation.
- Install water lines 12" above sewers. Where the sewer is less than 12" below the water line (or above), install sewer piping of materials approved for inside building use for 10 feet on each side of the crossing.
- All watermain piping shall be class 52 ductile iron pipe unless noted otherwise.
- See Project Specifications for bedding requirements.
- Pressure test and disinfect all new watermains in accordance with state and local requirements.
- Sanitary sewer piping shall be PVC, SDR-35 for depths less than 12', PVC SDR-26 for depths between 12' and 26', and class 52 D.I.P. for depths of 26' or more.
- A structure adjustment shall include removing and salvaging the existing casting assembly, removing existing concrete rings to the precast section. Install new rings and salvaged casting to proposed grades, cleaning casting flange by mechanical means to insure a sound surface and install an external chimney seal from casting to precast section. Chimney seals shall be Infi-Shield Uni-Band or an approved equal.
- Install tracer wire with all non-metallic piping with adequate terminations at cleanouts, risers, and valve boxes. Tracer wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.

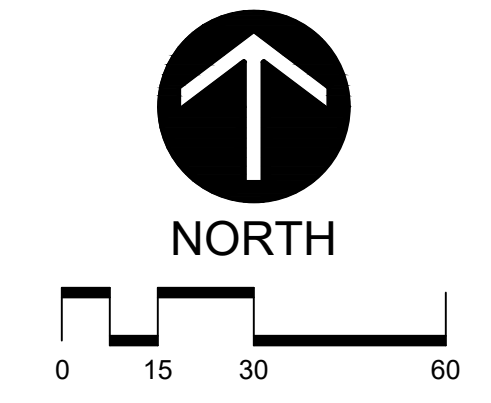
SYMBOL LEGEND

- | | | | |
|---|------------------|---|------------------|
| ○ | STORM MANHOLE | ⊗ | HYDRANT |
| ○ | CATCH BASIN | ⊗ | GATE VALVE & BOX |
| ○ | CURB INLET | ⊗ | WATER SHUTOFF |
| ▲ | FLARED END | ☀ | LIGHT POLE |
| ○ | SANITARY MANHOLE | | |
-
- | | |
|---------------|------------------------------|
| — T — T — | TELEPHONE LINE |
| — OE — | ELECTRIC OVERHEAD LINE |
| — UE — | ELECTRIC UNDERGROUND LINE |
| — FBO — | FIBER OPTIC UNDERGROUND LINE |
| — GAS — GAS — | NATURAL GAS UNDERGROUND LINE |
| — S — S — | SANITARY SEWER PIPE |
| — T — T — | STORM SEWER PIPE |
| — T — T — | TELEPHONE UNDERGROUND LINE |
| — W — W — | WATERMAIN PIPE |
| — D — D — | DRAINTILE PIPE |



KEY NOTES

- NEW STORM SEWER CATCH BASIN MANHOLE, SEE DETAIL 1/C501
- NEW STORM SEWER OUTLET STRUCTURE, SEE DETAIL 7/C501
- NEW TRENCH DRAIN (SIDEWALK), SEE DETAIL 2/C501
- NEW TRENCH DRAIN (DRIVEWAY), SEE DETAIL 3/C501
- NEW FLARED END SECTION, SEE DETAIL 4/C501
- NEW HYDRANT AND GATE VALVE, SEE DETAIL 5/C501
- NEW SANITARY SEWER MANHOLE, BY OTHERS

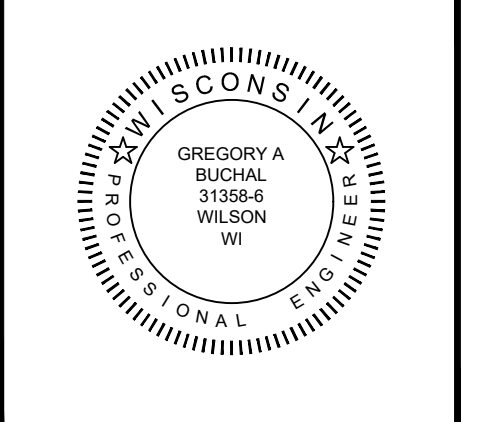


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ASHLAND APARTMENTS
 ASHLAND, WI

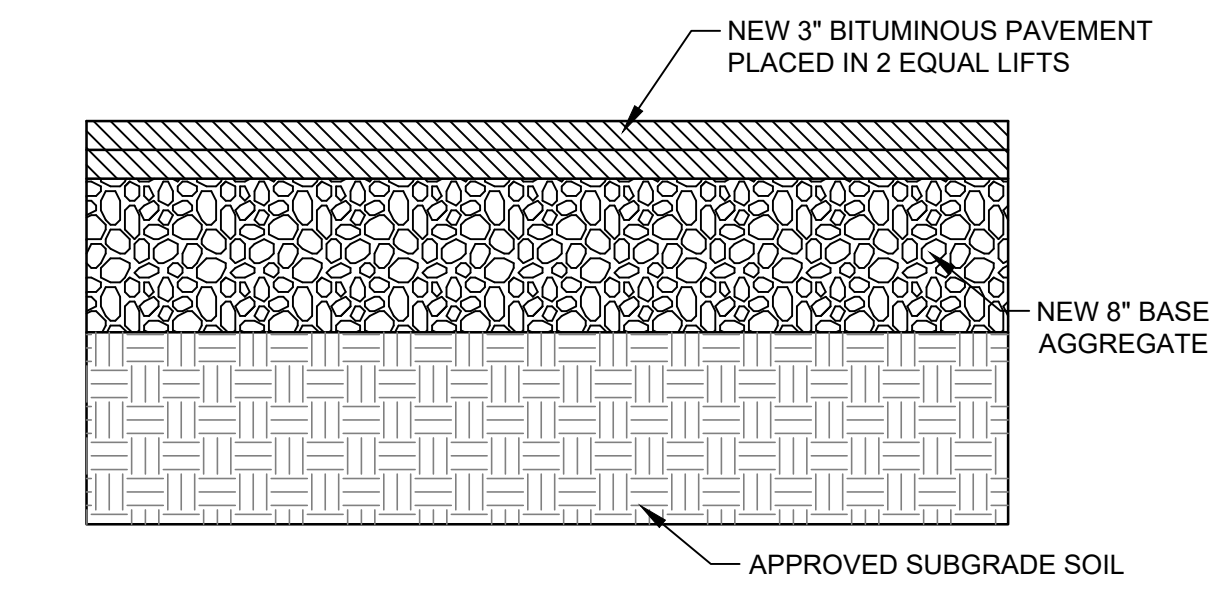


Rev.	Date	Description

Project #: 12256011
 Drawn By: KBK
 Checked By: TJH
 Issue Date: 06.27.25
 Sheet Title:

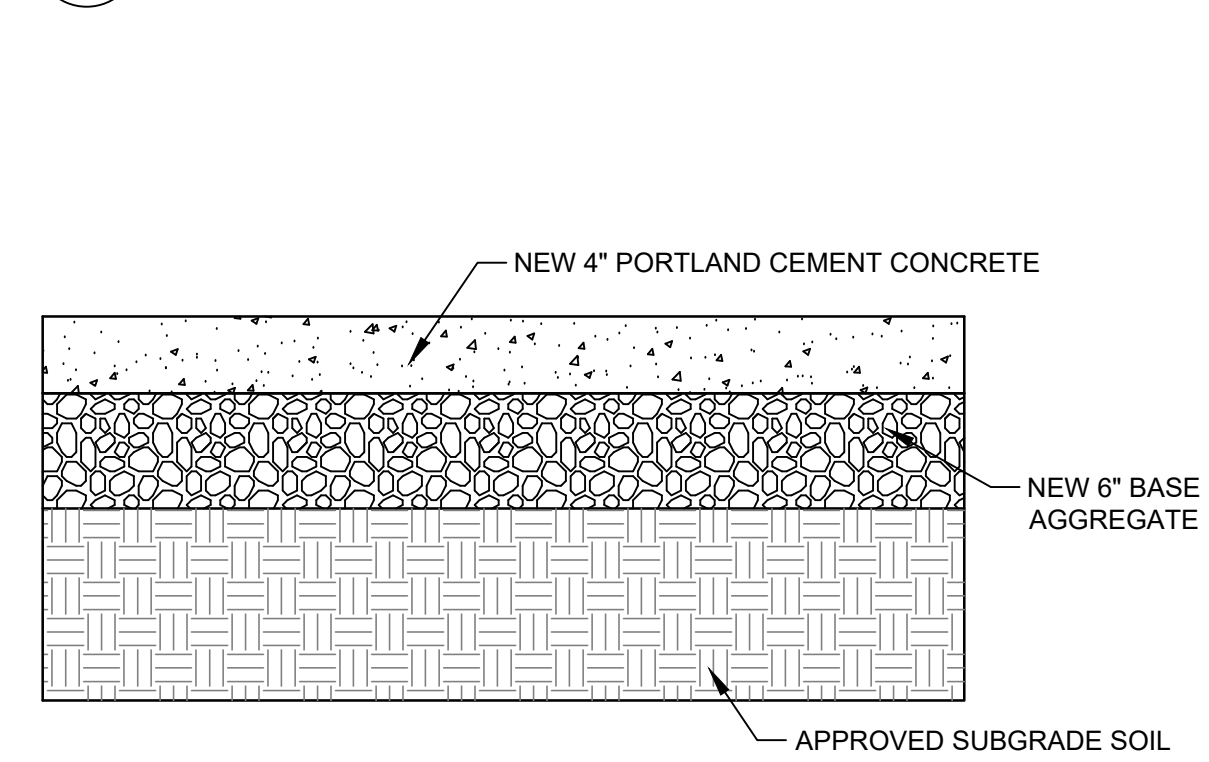
UTILITY PLAN

Sheet: **C400**



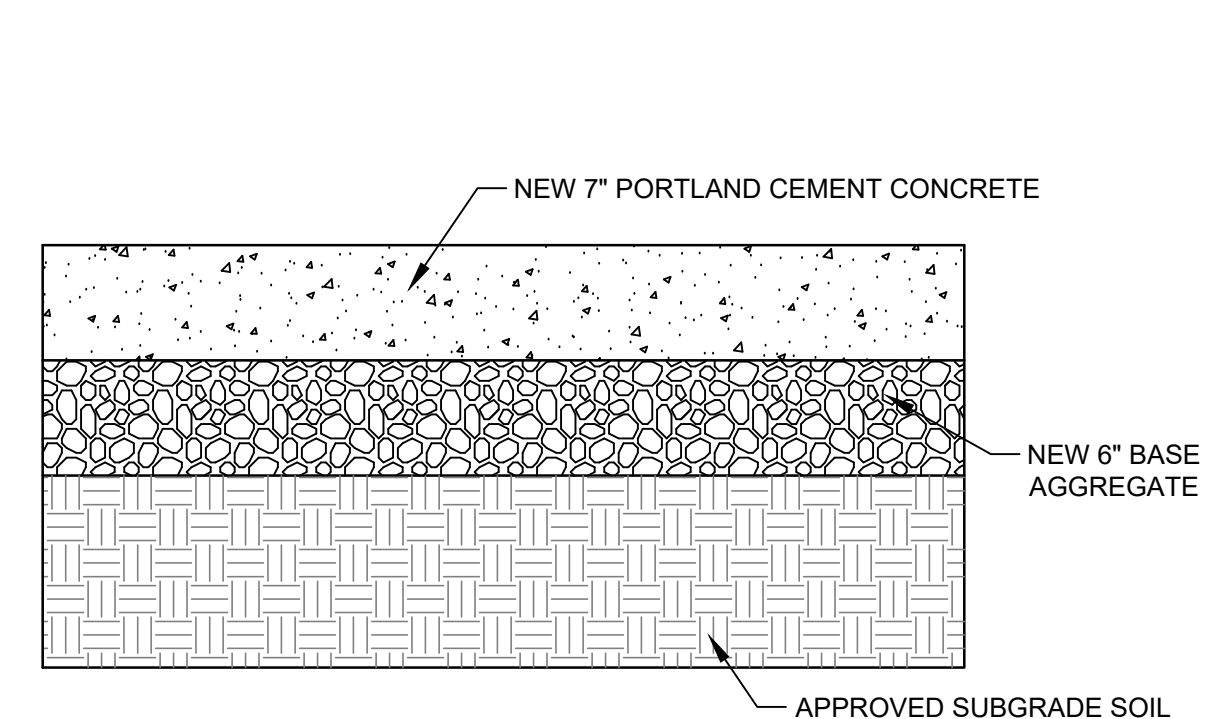
NOTE: CONTRACTOR SHALL VERIFY PAVEMENT SECTION WITH GEOTECHNICAL REPORT.

1 BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



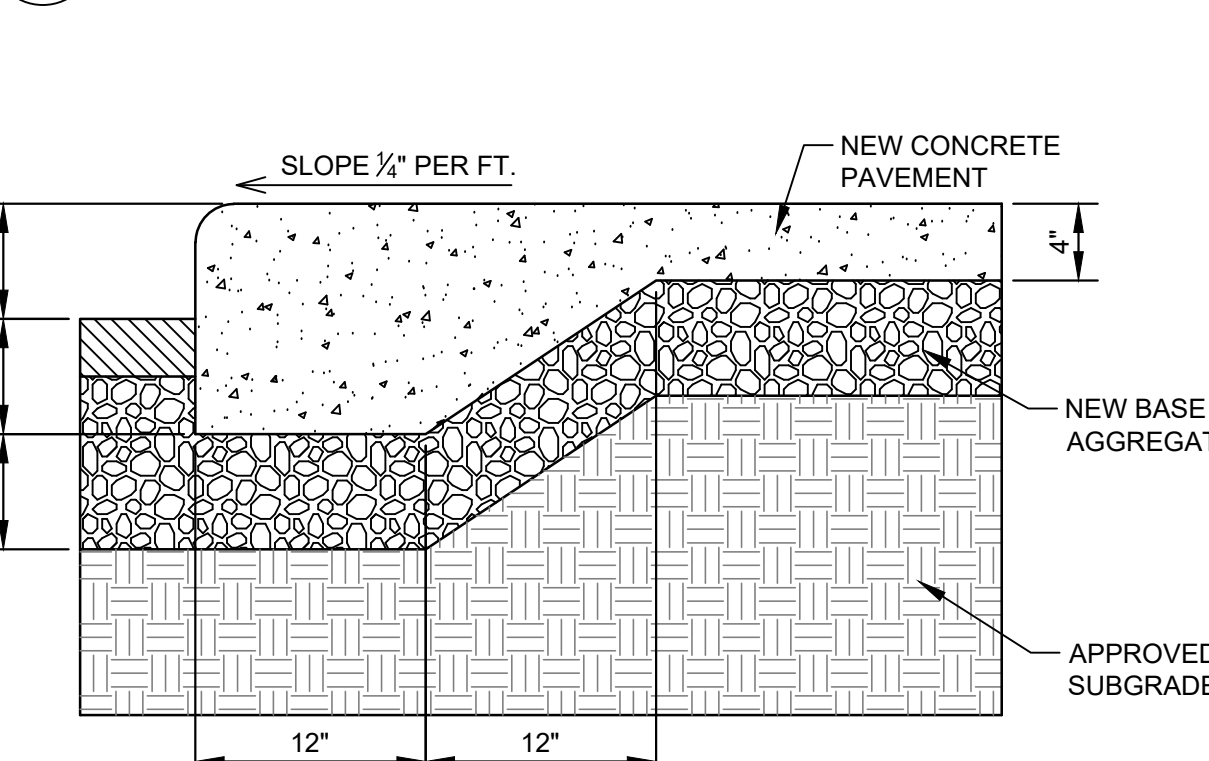
NOTE: CONTRACTOR SHALL VERIFY PAVEMENT SECTION WITH GEOTECHNICAL REPORT.

2 LIGHT-DUTY CONCRETE CONSTRUCTION DETAIL
NOT TO SCALE



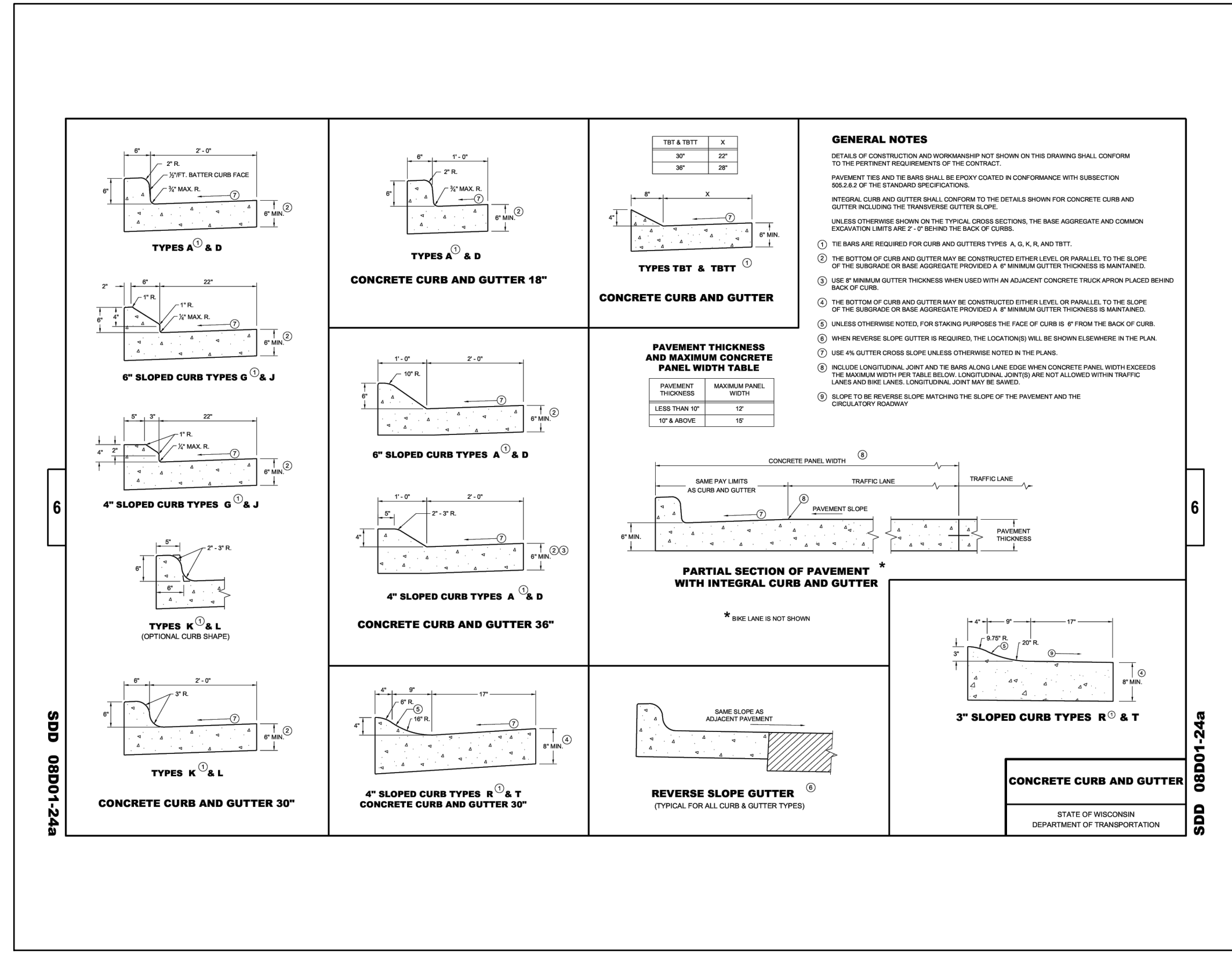
NOTE: CONTRACTOR SHALL VERIFY PAVEMENT SECTION WITH GEOTECHNICAL REPORT.

3 HEAVY-DUTY CONCRETE CONSTRUCTION DETAIL
NOT TO SCALE

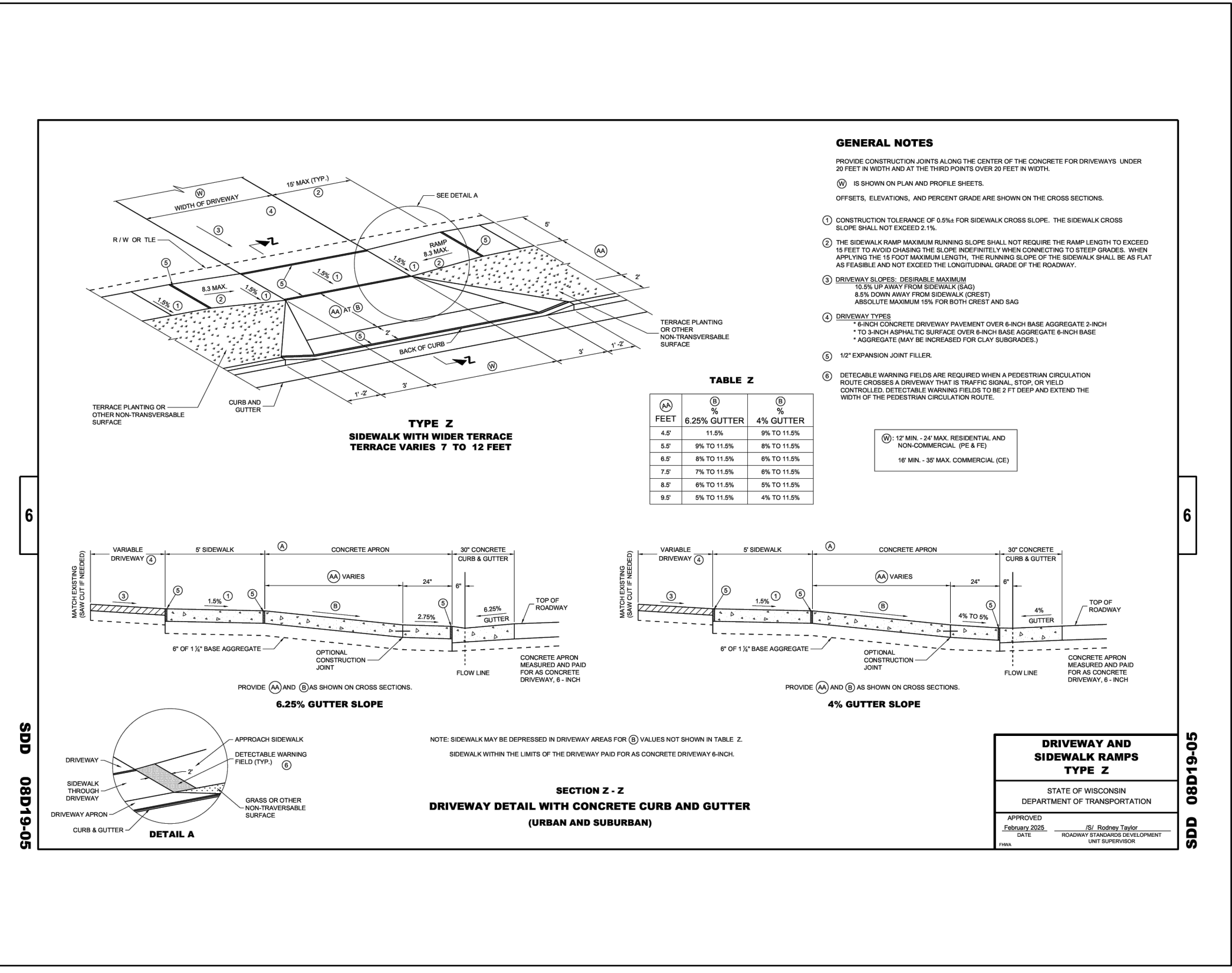


NOTE: CONTRACTOR SHALL VERIFY PAVEMENT SECTION WITH GEOTECHNICAL REPORT.

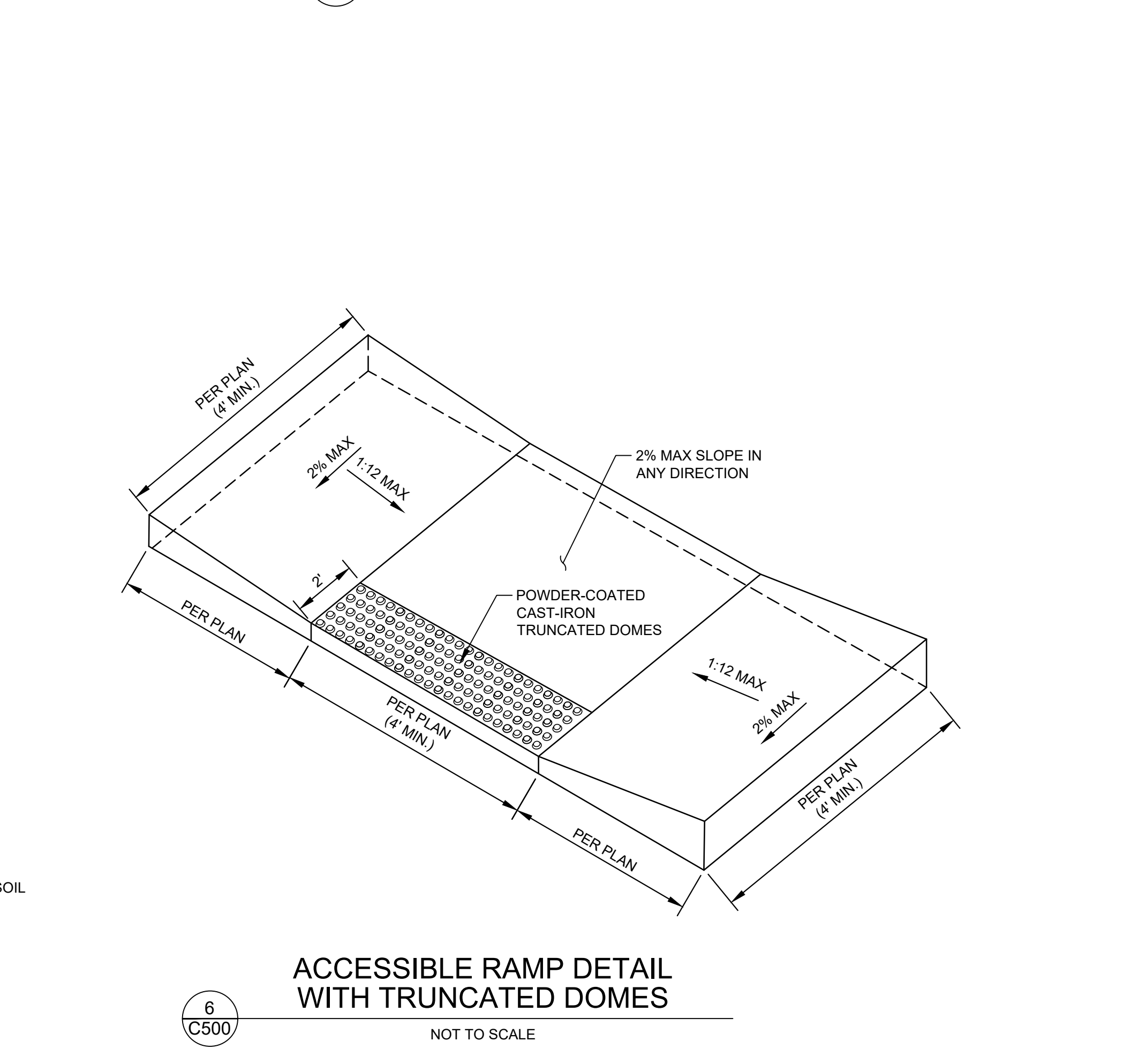
4 INTEGRAL CURB & SIDEWALK DETAIL
NOT TO SCALE



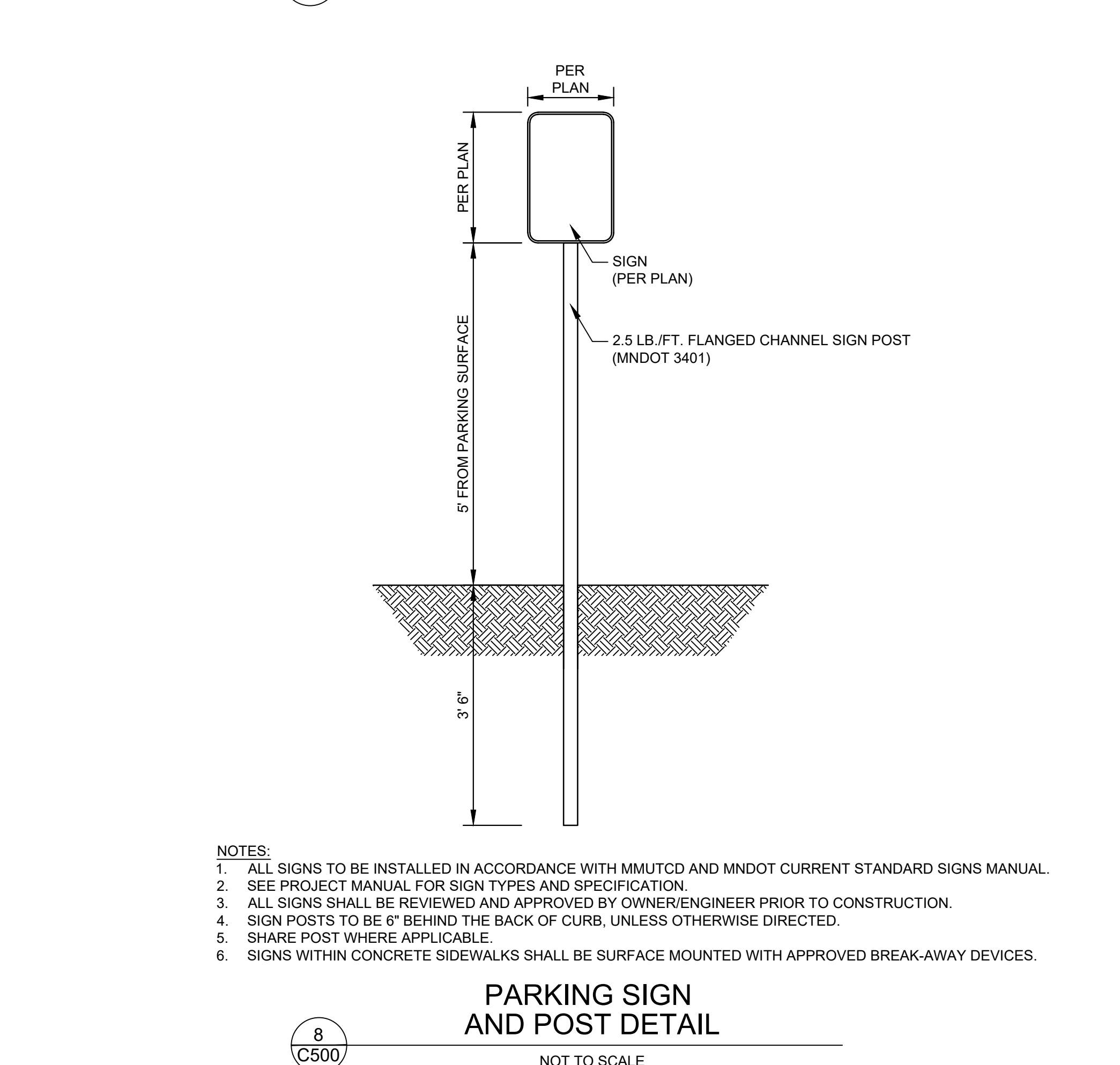
5 CONCRETE CURB & GUTTER DETAIL
NOT TO SCALE



7 DRIVEWAY AND SIDEWALK RAMP DETAIL
NOT TO SCALE



6 ACCESSIBLE RAMP DETAIL WITH TRUNCATED DOMES
NOT TO SCALE



8 PARKING SIGN AND POST DETAIL
NOT TO SCALE

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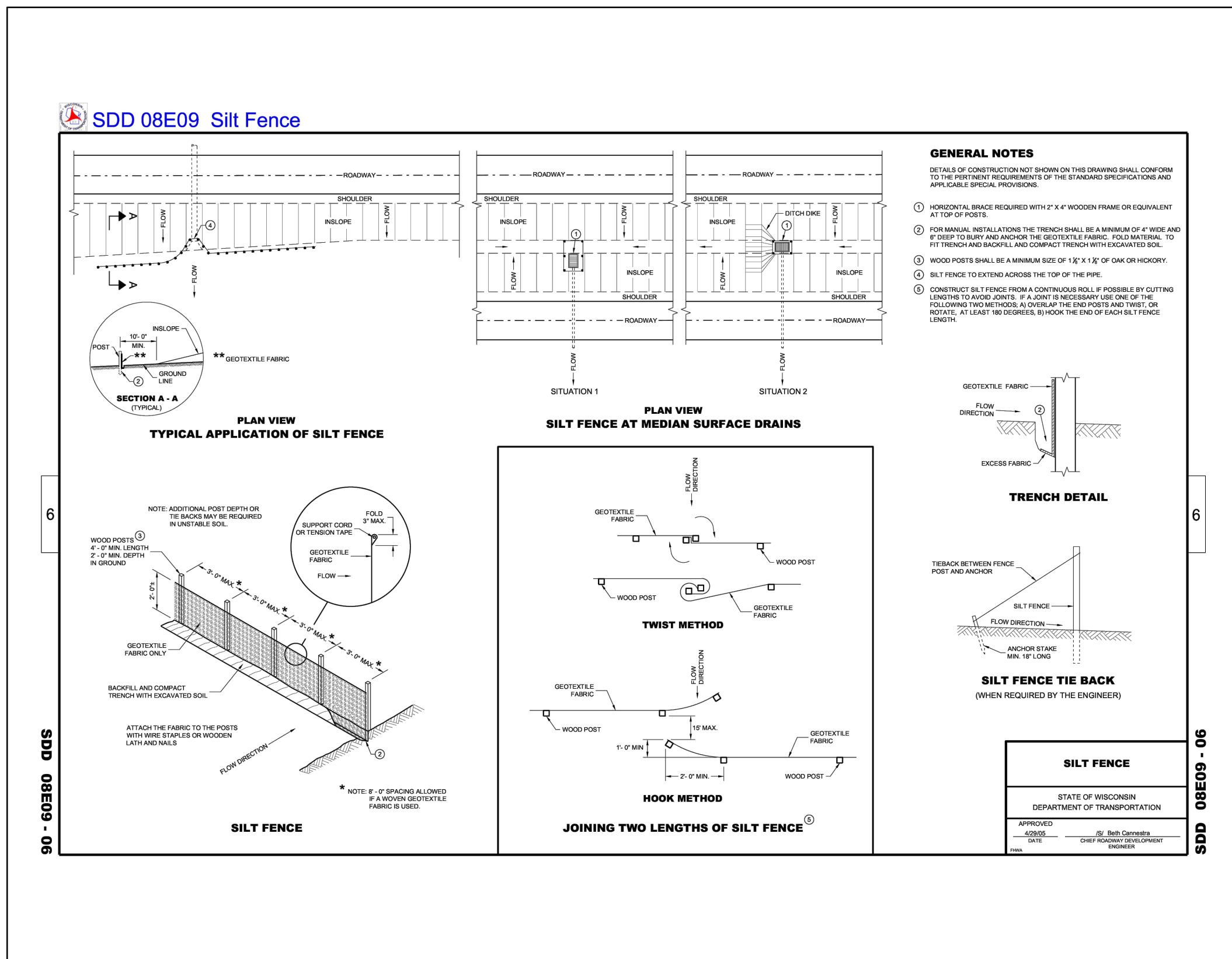
PROFESSIONAL ENGINEER
GREGORY A. BUCHAL
31358-6
WILSON
WI

Rev.	Date	Description

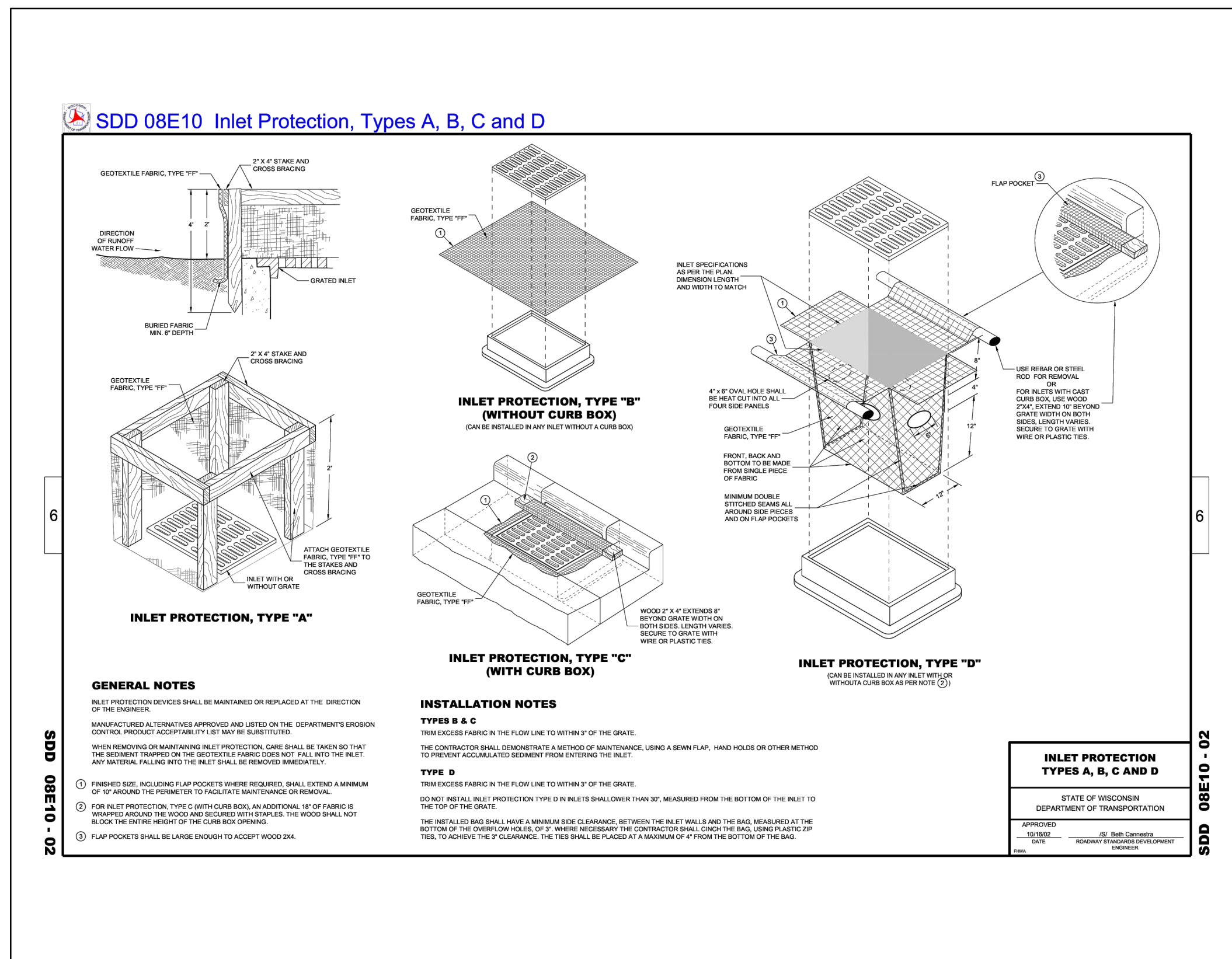
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DETAILS

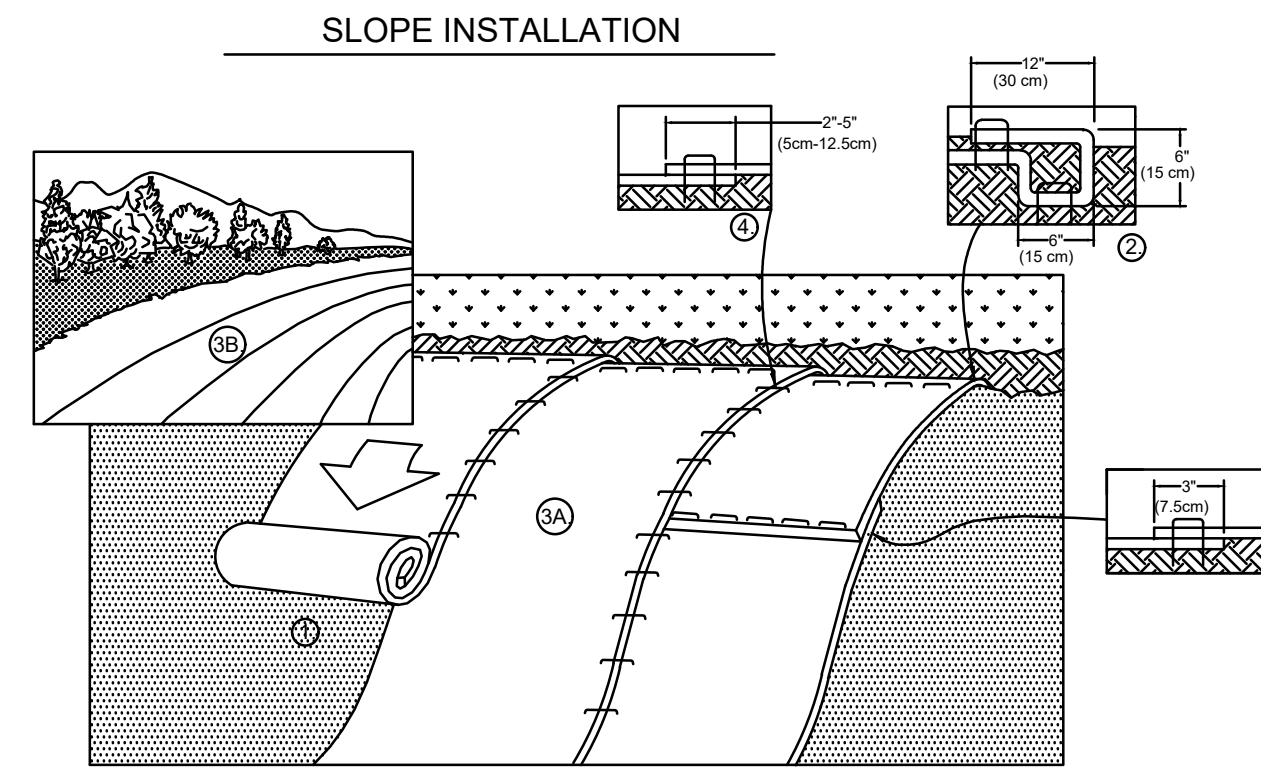
Sheet: **C500**



1
C502
SILT FENCE DETAIL
NOT TO SCALE

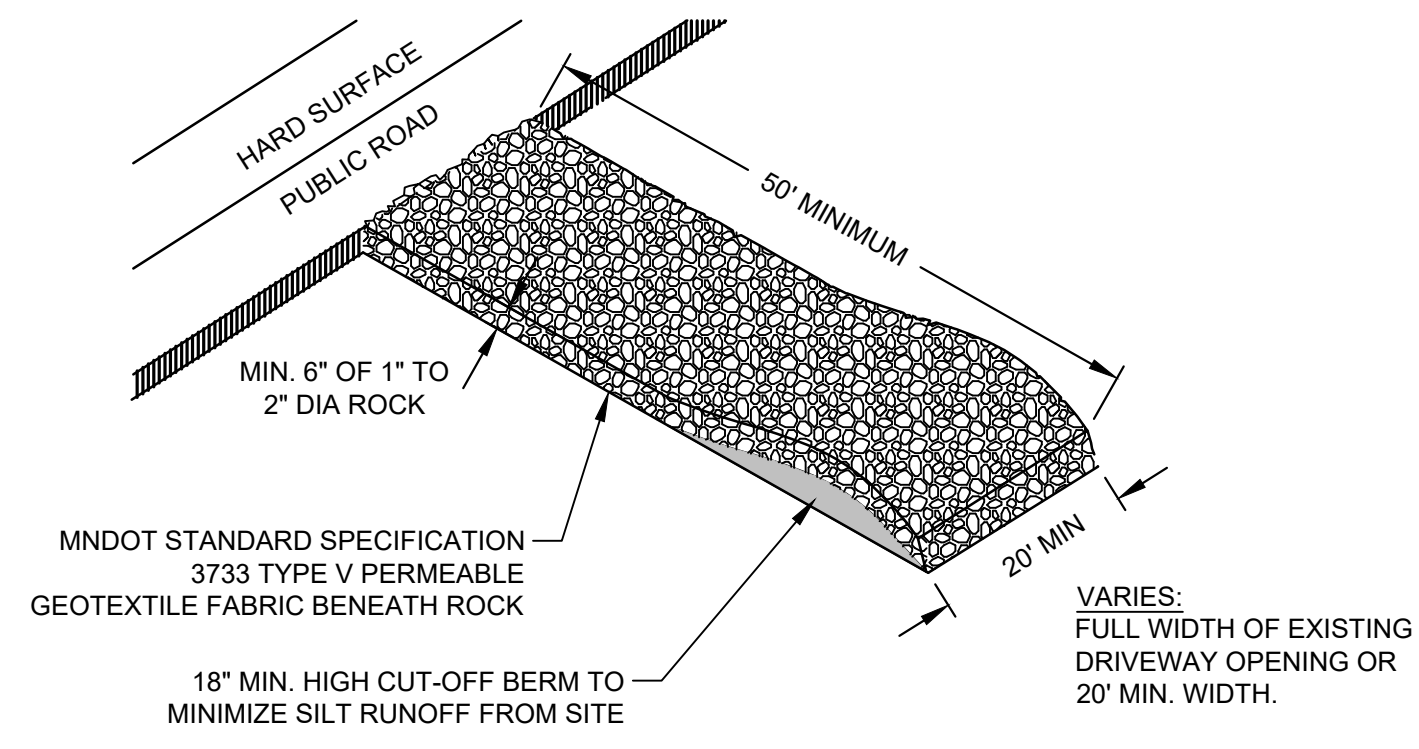


2
C502
INLET PROTECTION DETAIL
NOT TO SCALE

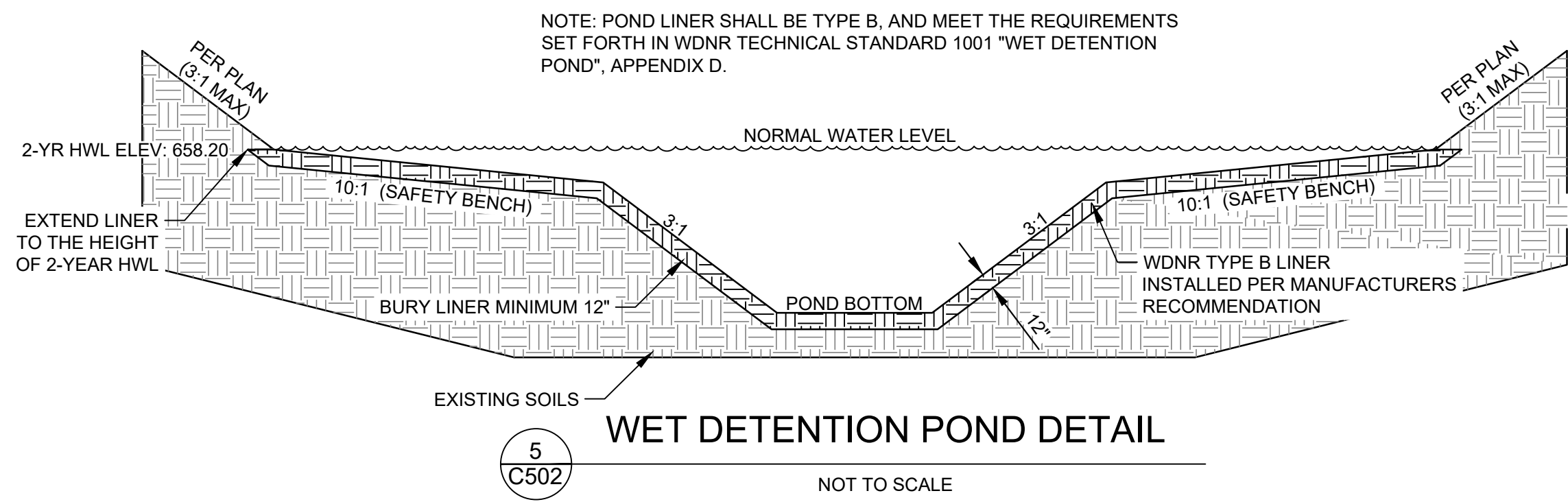


- PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30CM) OF RECP'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP'S.
- ROLL THE RECP'S (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECP'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- THE EDGES OF PARALLEL RECP'S MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP'S TYPE.
- CONSECUTIVE RECP'S SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP'S WIDTH. NOTE: *IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP'S.

3
C502
EROSION CONTROL BLANKET
NOT TO SCALE



4
C502
ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE



5
C502
WET DETENTION POND DETAIL
NOT TO SCALE

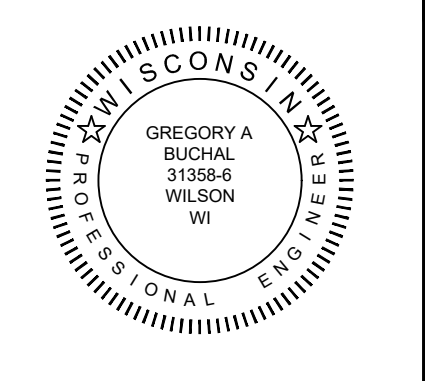
EROSION CONTROL NOTES

- Owner and Contractor shall obtain WI DNR permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
- Install temporary erosion control measures (inlet protection, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
- All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
- The toe of the silt fence shall be trenched in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
- All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
- All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
- The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 7 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.
- Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
- All riprap shall be installed with a filter material or soil separation fabric and comply with the Wisconsin DNR Standard Specifications.
- All storm sewers discharging into wetlands or water bodies shall outlet at or below the normal water level of the respective wetland or water body at an elevation where the downstream slope is 1 percent or flatter. The normal water level shall be the invert elevation of the outlet of the wetland or water body.
- All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
- In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
- Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
- All BMP's must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the capacity of the BMP. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
- If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
- All soils tracked onto pavement shall be removed daily.
- All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
- Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
- Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with WI DNR disposal requirements.
- Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with WI DNR regulations.
- External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
- All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with WI DNR regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
- All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.
- Contractor shall submit Notice of Termination for WI DNR permit within 30 days after Final Stabilization.

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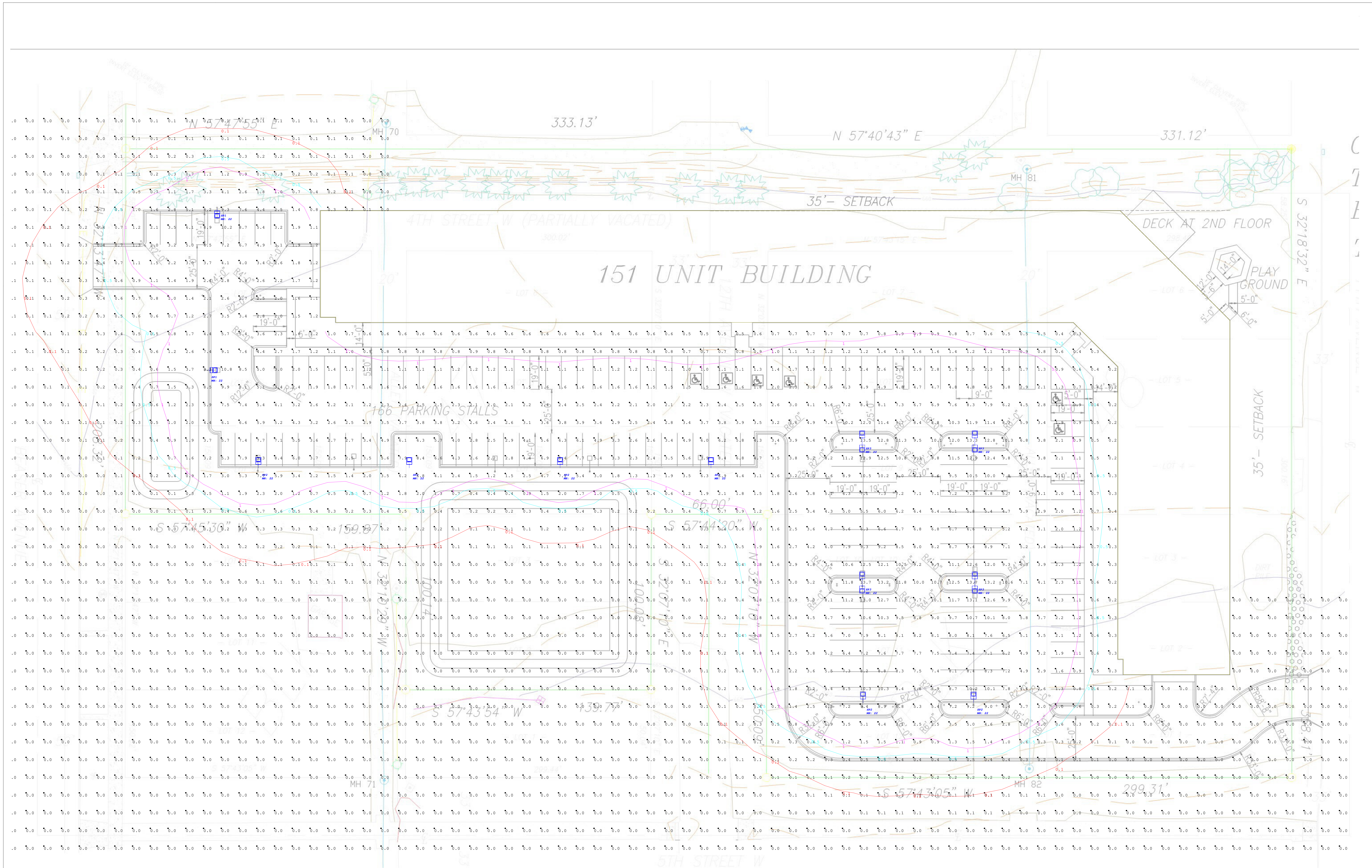


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DETAILS

Sheet: **C502**



1. Standard Reflectance of 80/50/20 unless noted otherwise
2. Not a Construction Document, for Design purposes only
3. Standard indoor calc points @ 30' A.F.F. unless noted otherwise
4. Standard outdoor calc points @ Grade unless noted otherwise
5. Egress calc points @ 0' A.F.F.
6. Mlazgar Associates assumes no responsibility for installed light levels due to field conditions, etc.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	illuminance	Fc	1.57	13.7	0.0	N.A.	N.A.

Luminaire Schedule								
Symbol	Qty	Label	Manufacturer	Description	Arrangement	Lum. Lumens	Lum. Watts	LLF
	2	SP1		ALF LS250 T3 G2 FSK-25000Lm-40K	Single	26624	167	0.900
	6	SP2		ALF LS250 T4 G2 FSK-25000Lm-40K	Single	25598	158.3	0.900
	4	SP3		ALF LS250 T5 G2 FSK-25000Lm-40K	Back-Back	26126	158.4	0.900



Comments	Date	#

Revisions	

RLMA Project #: 174601
 Drawn By: BS
 Date: 6/25/2025
 Scale: 1" = 20'

PHOTOMETRIC
 151 UNIT APARTMENT
 ASHLAND, WI