



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, April 21, 2026 Ashland City Council Meeting Agenda

- 1. CALL TO ORDER**
- 2. OATH OF OFFICE FOR ELECTED OFFICIALS**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. APPROVE MOMENT OF SILENCE OR INVOCATION AS REQUIRED BY CHAPTER 51.06 CITY COUNCIL PROCEDURE, ASHLAND CITY ORDINANCES (voice vote)**
 - A. If Approved, Moment of Silence and Pledge of Allegiance**
- 6. ELECTION OF COUNCIL PRESIDENT**
 - A. Accept Nominations from the Floor**
 - B. Close Nominations**
 - C. Vote by Secret Ballot**
- 7. APPROVAL OF MINUTES**
 - A. March 31, 2026 City Council and Committee of the Whole Meeting Minutes**
- 8. CITIZEN PARTICIPATION PERIOD**
- 9. MAYOR'S REPORT**
 - A. Announcements**

- B. **Appointments**

10. ADMINISTRATOR'S REPORT

11. CONSENT AGENDA

- A. **Miscellaneous Minutes**
- B. **Reaffirm the Tools and Accept the Nine Tools of Civility**
- C. **Property Maintenance and Permitting Reports** *(Planning)*

12. OLD BUSINESS

- A. **Resolution Authorizing the Issuance and Sale of \$3,040,000 General Obligation Promissory Notes, Series 2026B** *(Finance)* Roll
- B. **Resolution to Designate Public Depositories** *(Clerk)* Roll
- C. **Resolution to Designate the Official City Newspaper** *(Clerk)* Roll
- D. **Ordinance to Amend Chapter 888 (2022-1962) Transient Vendors, Transient And Permanent Merchants And Door To Door Solicitors, Ashland City Ordinances** *(Clerk)* Roll
- E. **Ordinance to Amend Chapter 889 (2022-1963) Mobile Food Establishments, Concessions and Food Vendors, Ashland City Ordinances** *(Clerk)* Roll
- F. **Accept a Community Development Investment Vibrant Spaces Grant Agreement between the Wisconsin Economic Development Corporation (WEDC) and the City of Ashland for up to \$50,000 for a Downtown Alley Beautification Project at 112 Main Street West** *(Planning and Development)* Roll
- G. **Professional Services Agreement between 106 Group, Ltd. and the City of Ashland for the Ashland Interpretive Signage Program** *(Parks)* Roll
- H. **Lease Agreement between the City of Ashland and Ashland Youth Baseball for Recreation Use of the City's Parks** *(Parks)* Voice
- I. **Amendment to a Professional Services Contract with Northwoods Vac & Cleaning Supplies LLC for Cleaning Services for City of Ashland Facilities** *(Public Works)* Roll

13. NEW BUSINESS

- A. **Accept Bid from Struck & Irwin Paving, Inc and Award a Contract for the 2026 Main Street West Microsurfacing Project** *(Public Works)* Roll

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

- A. **Pursuant to WI Stat. 19.85(1)((e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or**

conducting other specified public business, whenever competitive or bargaining reasons require a closed session (*APPA APD Union Agreement*)

B. RETURN TO OPEN SESSION

C. REPORT OF ACTION TAKEN DURING CLOSED SESSION

15. 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).

ASHLAND CITY COUNCIL MEETING MINUTES

1. CALL TO ORDER

The Tuesday, March 31, 2026 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

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

ABSENT: Peter Levi (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Steven Wiley, Fire Chief Stuart Matthias, Finance Director Julie Vaillancourt, Treasurer Jacey Dean, Events Director Jennifer Fanucci, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

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

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

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens who requested to address the Council. Mac Kenzie noted an email received which was distributed to all Councilors.

5. MAYOR'S REPORT

A. **Announcements**

Mac Kenzie received positive comments of the recent utility facility tour. Staff were allowed to tour the newly renovated library on March 18, 2026 before it was opened to the public. The emergency

shelter on the west end of town is a low-income housing development funded by a grant through Ashland County. The Administrator and Mayor met with the Ashland School District last week for continued discussions of a memorandum of understanding. The Mayor also met with the Police and Fire Commission to discuss potential changes at the fire department. The next City Council meeting on April 21, 2026 is a reorganizational meeting. Mac Kenzie asked that appointments to the various boards and committees will be made at that time.

B. Appointments

A motion by Seefeldt, seconded by Sztynodor to approve reappointing Jeffrey Muse to the Historical Preservation Commission, passed unanimously by voice vote. The term will expire in 2029.

6. ADMINISTRATOR'S REPORT

Kucera noted that members of America in Bloom plan to be in Ashland for an assessment in July. The City hired Andrew Kundel as the new JFK Memorial Airport Manager beginning April 13, 2026. Kucera expressed his appreciation to Bill Moore, former manager, for filling in when the airport needed him. Staff toured the Northland College property recently and reported the campus is being very well maintained. He was also part of a preliminary call with the owner of the C. Reiss coal dock.

7. CONSENT AGENDA

A. Miscellaneous Minutes

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

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

The item was introduced by Josh Low of Ehlers with a presentation and answered questions from Council. A motion by Ortman, seconded by Goyke to approve the resolution passed unanimously by roll call vote. **File #17872**

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

Vaillancourt introduced the item and answered questions from Council. A motion by Ortman, seconded by Sztynodor to approve passed unanimously by roll call vote. **File #17871**

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

A motion by Ortman, seconded by Seefeldt to approve awarding the bid of \$151,846.61 to JGJ Dirt, LLC, passed unanimously by roll call vote.

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

A motion by Ortman, seconded by Sztynodor to approve the agreement with Short Elliott Hendrickson, Inc. for \$52,210.00, passed unanimously by roll call vote.

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

A motion by Ortman, seconded by Goyke to approve the bid from Jake's Excavating & Landscaping, LLC for \$1,482,313.20, passed unanimously by roll call vote.

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

A motion by Ortman, seconded by Goyke to approve the agreement with Short Elliott Hendrickson, Inc. for \$56,750.00, passed unanimously by roll call vote.

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

A motion by Goyke, seconded by Ortman to approve the revised proposal from Energenecs, Inc. for \$56,370.00, passed unanimously by roll call vote.

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

A motion by Ortman, seconded by Brede to approve the proposal from Long Island Engineering, LLC for \$40,500.00, passed unanimously by roll call vote.

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

A motion by Ortman, seconded by Seefeldt to approve the purchase for \$425,000.00, passed unanimously by roll call vote.

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.

A motion by Ortman, seconded by Sztynodor to approve the ordinance, passed unanimously by roll call vote. **File #2026-2032**

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

Mac Kenzie determined to begin discussion while in open session, and move to closed session should Council request to. There was no motion to move into 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.*

11. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, March 31, 2026 – 6:00 PM
Ashland City Hall Council Chambers

The Tuesday, March 31, 2026 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:28 PM.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Shawn Brede, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Szyndor

ABSENT: Peter Levi (Excused)

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

2. **Approval of Agenda**

Ortman requested moving Item 4B to the beginning of discussion. A motion by Goyke, seconded by Szyndor to approve the amended agenda, passed unanimously by voice vote.

3. **Council President's Report**

Ortman spoke to the City's 25 x 25 Plan and encouraged continued use of renewable energy.

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

- A. **Introduction of Resolution to Discontinue Undeveloped City Right-of-Way Including Undeveloped 21st Avenue East Right-of-Way Adjacent to Parcel Nos. 201-03768-0000 and 201-03717-0000, and Undeveloped Right-of-Way Adjacent to Parcel Nos. 201-03717-0000 and 201-05077-0200, per Chapter 618.03, Process for Discontinuing City Rights-of-Way Initiated by the City, Ashland City Ordinances (*Planning & Development*)**

Wiley introduced the item and answered questions from Council. There was no formal action taken at this time.

- B. **Continued Discussion Regarding Proposed Amendments to Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants and Door to Door Solicitors, and Chapter 889 (2022-1963) Mobile Food Establishments, Concessions and Food Vendors, Ashland City Ordinances (*Clerk*)**

Mac Kenzie began discussion asking Wickman for legal advice. Gregoire moved, seconded by Szyndor to forward the item to Council for formal approval. The motion carried 4-2 by voice vote; opposed were Goyke and Seefeldt.

- C. **Update on Sewer Rates (*Public Works*)**

Butler introduced the item and answered questions from Council. No formal action was requested at this time.

5. **Adjournment**

Prior to adjournment, Ortman thanked Gregoire for his time serving on City Council as this was his last meeting.

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

- EXHIBITS:**
- 1. N Forester - Volunteer form (redacted)
 - 2. E Cutler - Volunteer Form (redacted)

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permits the Mayor and/or Clerk to schedule items directly for Council action. The Mayor and/or City Clerk 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:

At each Reorganizational Council meeting, the Mayor appoints/reappoints Councilors to the various boards, committees and commission. The Mayor is requesting approval of the following Council representative appointments:

Parks & Recreation Committee	Kevin Seefeldt
Library Board	Peter Levi
Ore Dock Board of Trustees	Peter Levi
Harbor Commission (<i>also serves as representative on the Ore Dock Board of Trustees</i>)	Shawn Brede
Public Works Committee	Andrew Goyke
Board of Zoning Appeals	Paul Vig
Historic Preservation Commission	Paul Vig
Sustainability Committee	Charles Ortman
Plan Commission	Nancy Sztynodor
Disabled Parking Enforcement	Nancy Sztynodor

Below are other board and committee appointments and/or re-appointment:

Plan Commission - term expiration date

David Eades - April 30 2029

Jeff Beirl - April 30, 2029

Erin Cutler - April 30, 2029 (initial appointment)

Parks & Recreation Committee - term expiration date

Nancy Forester - April 30, 2029 (initial appointment)

David Ullman - April 30, 2029

Ana Tapsieva - April 30, 2029

Police & Fire Commission - term expiration date

Melissa O'Connor - May 2031



OFFER TO VOLUNTEER

I would like to be considered a nominee for the following committee(s):

Ashland Parks & Rec Committee

I retired from Esentec Health Ashland 8 yrs ago

Provide a brief biography including general background and education, employment history and/or training, life experiences, volunteer activities, special interests, skills or hobbies, etc.

Grew up in Milwaukee. Became a PT & married in 1973. Moved to Sanborn in 1976 to care for Grandmother. Our first of 3 children were born in 1976. We love Ashland & community so decided to build our home across from Penn Park in 1978. We love Ashland as it's a wonderful place to raise children. We love the outdoors and parks.

I would like to be on the Parks & Rec Committee to continue the beauty of our parks and have a place for our children outdoors

References - please include contact number or email:

Vicki Galik [redacted] [redacted]
Pat Philaja [redacted]

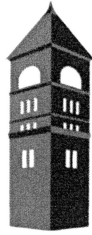
Name: Nancy Forester Phone: [redacted]

Address: 921 Miller Ave Ashland WI

Email: [redacted] Date: 4-15-24

THANK YOU FOR YOUR COMMITMENT TO YOUR COMMUNITY!

Date received: 4-15-26



OFFER TO VOLUNTEER

I would like to be considered a nominee for the following committee(s):

Plan Commission

Provide a brief biography including general background and education, employment history and/or training, life experiences, volunteer activities, special interests, skills or hobbies, etc.

I have a BS in Chemistry from Western Kentucky University and a Doctorate of Dental Medicine from University of Kentucky College of Dentistry 2009. I am mother of 2 boys, and a local business owner. I moved to the area in 2011. My special interests are nature, reading, ^{and} music. ~~and~~ I volunteer with New Day Shelter and at Our Lady of the Lake.

References – please include contact number or email:

Conor Casey, DDS

Steve Finco, Oma Town Chair

Name:

Erin Cutler

Phone:

Address:

816 Waters Street

Email:

Date:

4/17/26

THANK YOU FOR YOUR COMMITMENT TO YOUR COMMUNITY!

Date received:

4-17-26

AIRPORT COMMISSION MEETING MINUTES: **Thursday, March 26, 2026**

1. Roll Call

The Thursday, March 26, 2026 JFK Memorial Airport Commission meeting was called to order by Chair Lloyd Orensten at 4:30 p.m.

Present: Richard Huber, John Coffey, Lloyd Orensten
Absent: Carol Ortman, Blake Ellefson
Also Present: Interim Airport Manager Bill Moore

2. Approval of Minutes

A motion by Coffey to accept the minutes of the January 22, 2026 Airport Commission meeting minutes, seconded by Huber was approved unanimously by voice vote.

3. Citizen Participation Period

No members of the public were present.

4. Commission Items

A. New Airport Manager Hire

Moore announced an offer was made to Andrew Kundel who accepted. He will start on April 13, 2026. Kundel will be attending a Wisconsin Airport Manager's seminar on April 22 and 23, 2026, soon after his start date. Orensten commented it might be beneficial to have Moore attend the seminar with him; Moore will check into this.

B. Spectrum Fiber Optic Install & Cameras at 100LL Fuel Farm and Ramp

Moore reviewed the quote he received from Spectrum for Wi-Fi and internet service. There would be a one-time installation fee of \$250.00 to include running wires to the terminal. The rates discussed were annual rates depending on the plan chosen. The current service is \$120.97 monthly for Wi-Fi only which hardly works, and \$252.68 monthly including phone services through CenturyLink.

Orensten recommended a motion to move forward with a one-year service with Spectrum for internet service. Huber moved, seconded by Coffey, and was approved unanimously by voice vote.

C. Airport Master Plan Project and Contractor Selection Process

Discussion was tabled for this meeting.

D. Airport Snow Removal and Maintenance

Moore offered a maintenance update including having only one O-ring blowout on the T8; plowing has otherwise been uneventful. Moore thanked all who helped out keeping the runways cleared. Orensten commented how nice the blacktop surface turned out on the runway.

D. Wages for Airport LTE Hires

Moore referenced a raise given to Dave Skinnes approximately 5 years ago. He is at \$25.00 per hour currently, and Moore noted that the City is starting employees at the wastewater treatment facility at around \$27.00 per hour. Moore recommended bumping his pay from \$25.00 to \$30.00 per hour as he has been a paramount player at keeping our equipment maintained and comes in at all hours when needed. Huber motioned, seconded by Coffey to raise Skinnes' pay to \$30.00 per hour, which passed unanimously by voice vote.

5. Airport Manager's Report

Moore reported issues with the Jet-A fuel nozzle and needed to order a core charge for it. The airport terminal needs to be resealed and will reach out to a contractor for this.

Moore noted an increased number of swallows near the buildings. He suggested putting spigots and hoses on each side of the building to knock down the nests to deter the birds. Moore purchased a new toilet for the men's restroom which had already been installed.

He continues to wait for the snow to melt to have Omer Nelson Electric look at the runway lights that are out on 13/31.

The Wisconsin Airport Manager's seminar is on April 22 and 23, 2026.

Once Kundel is on board, Moore plans to set up an airport sponsor workshop between Kundel, Carl, and the new Bureau of Aeronautics representative to review the capital improvement plan.

There is 1,868 gallons of low lead left, 1,950 gallons of Jet-A in the fuel truck and 1,573 gallons in the Jet-A tank.

6. Approval of Bills

Orensten reported the bills totaled \$21,115.12, most being fuel related. A motion by Huber, seconded by Coffey to approve the bills, was approved unanimously by voice vote.

7. Set Next Meeting Date

Next meeting was set for 4:30 p.m.on April 23, 2026 at the JFK Memorial Airport Terminal. Meetings will be scheduled every other month after then unless something more urgent comes up.

8. Adjournment

A motion by Huber, seconded by Coffey to adjourn, passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

SUBJECT: Reaffirm the Tools and Accept the Nine Tools of Civility

RECOMMENDATION: Reaffirmation

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

- EXHIBITS:**
- 1. Resolution No. 16549 Accepting the Nine Tools of Civility
 - 2. Reaffirmation of Tools of Civility

EXPENDITURES REQUIRED: NA

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:

As there are new members of the Common Council who may not be familiar with the Resolution Accepting the Nine Tools of Civility (Resolution 16549), originally enacted in 2008, the Reorganization Meeting represents an opportune time to refresh everyone's memory of these tools.

RESOLUTION No. 16549 ACCEPTING THE NINE TOOLS OF CIVILITY

Whereas, the residents of Ashland place a high value of respect and civility in their lives and they understand that their characteristics are essential to any healthy community, and;

Whereas, the Ashland City Council supports opportunities for civil discourse and discussion in the community, and;

Whereas, the Ashland City Council addresses sometimes controversial issues about which people often feel passionately-which at times leads to uncivil behavior, and;

Whereas, an atmosphere of incivility and disrespect can have a damaging effect on the proceedings, on the quality of debate, and on the practice of democracy itself.

Therefore, Be It Resolved that the Ashland City Council recognizes nine tools of civility that will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our community. These tools include:

1. Pay Attention. Be aware and attend to the world and the people around you.
2. Listen. Focus on others in order to better understand their points of view.
3. Be Inclusive. Welcome all groups of citizens working for the greater good of the community.
4. Don't Gossip. And don't accept when others choose to do so.
5. Show Respect. Honor other people and their opinions, especially in the midst of a disagreement.
6. Be Agreeable. Look for opportunities to agree; don't contradict just to do so.
7. Apologize. Be sincere and repair damaged relationships.
8. Give Constructive Criticism. When disagreeing, stick to the issues and don't make a personal attack.
9. Take Responsibility. Don't shift responsibility and blame onto others; share disagreements publicly.

Be it further resolved, that the Ashland City Council shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

Addendum to Resolution 16549 Accepting the Nine Tools of Civility

Be it further resolved, that the Mayor and Ashland City Council, newly organized on April 21, 2026, hereby ratify the original action taken on June 10, 2008 and shall promote the use and adherence of these tools in conducting the business of the City of Ashland.

Passed: April 21, 2026

Kevin Seefeldt, District 1

Paul Vig, District 5

Shawn Brede, District 2

Charles Ortman, District 6

Peter Levi, District 3

Nancy Szyndor, District 7

Andrew Goyke, District 4

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

Case Violation Detail Report

03/01/2026 - 03/31/2026

Case #	Case Date	Assigned To	Main Status	Description	Closed Date	Parcel #	Parcel Address	Violation Name	Violation Date	Violation Status
20260062	3/30/2026	Raymond Kallio	Closed	misc storage	4/13/2026	201003790000	1101 6TH ST W	Section 750, B., 11. Miscellaneous Storage	3/30/2026	Closed
20260062	3/30/2026	Raymond Kallio	Closed	misc storage	4/13/2026	201003790000	1101 6TH ST W	Section 750, B., 1. Clean, Safe, Sanitary and Attractive Maintenance of Exterior Property	3/30/2026	Closed
20260063	3/30/2026	Raymond Kallio	Closed	garbage	4/8/2026	201013360000	213 MAIN ST E	Section 750, B., 11. Miscellaneous Storage	3/30/2026	Closed
20260063	3/30/2026	Raymond Kallio	Closed	garbage	4/8/2026	201013360000	213 MAIN ST E	Section 750, B., 1. Clean, Safe, Sanitary and Attractive Maintenance of Exterior Property	3/30/2026	Closed
20260064	3/30/2026	Raymond Kallio	Open	misc storage		201033750000	2705 MAIN ST E	Section 750, B., 11. Miscellaneous Storage	3/30/2026	Open
20260056	3/27/2026	Raymond Kallio	Open	Rental registration		201010800000	609 ST CLAIRE ST	845.03 Residential Rental Registration Required	3/27/2026	Open
20260057	3/27/2026	Raymond Kallio	Open	Rental registration		201036720000	609 14TH AVE E	845.03 Residential Rental Registration Required	3/27/2026	Open

20260058	3/27/2026	Raymond Kallio	Open	junk and debris, rental reg		201002400000	314 12TH AVE W	845.03 Residential Rental Registration Required	3/27/2026	Open
20260058	3/27/2026	Raymond Kallio	Open	junk and debris, rental reg		201002400000	314 12TH AVE W	Section 750, B., 11. Miscellaneous Storage	3/27/2026	Open
20260058	3/27/2026	Raymond Kallio	Open	junk and debris, rental reg		201002400000	314 12TH AVE W	Section 750, B., 1. Clean, Safe, Sanitary and Attractive Maintenance of Exterior Property	3/27/2026	Open
20260058	3/27/2026	Raymond Kallio	Open	junk and debris, rental reg		201002400000	314 12TH AVE W	Section 750, B., 21., 7) Vehicles or trailers used for storage of goods.	3/27/2026	Open
20260059	3/27/2026	Raymond Kallio	Closed	junk and debris	4/9/2026	201022990000	711 3RD AVE W	Section 750, B., 11. Miscellaneous Storage	3/27/2026	Closed
20260059	3/27/2026	Raymond Kallio	Closed	junk and debris	4/9/2026	201022990000	711 3RD AVE W	Section 750, B., 1. Clean, Safe, Sanitary and Attractive Maintenance of Exterior Property	3/27/2026	Closed
20260059	3/27/2026	Raymond Kallio	Closed	junk and debris	4/9/2026	201022990000	711 3RD AVE W	Section 750, B., 21., 7) Vehicles or trailers used for storage of goods.	3/27/2026	Closed
20260053	3/26/2026	Raymond Kallio	Open	No permit		201005930000	703 17TH AVE W	748.40 Building Permits	3/26/2026	Open

20260054	3/26/2026	Raymond Kallio	Closed	misc storage	4/2/2026	201030400000	901 11TH AVE W	Section 750, B., 11. Miscellaneous Storage	3/26/2026	Closed
20260055	3/26/2026	Raymond Kallio	Open	garbage and misc storage		201002690000	323 14TH AVE W	Section 750, B., 11. Miscellaneous Storage	3/26/2026	Open
20260055	3/26/2026	Raymond Kallio	Open	garbage and misc storage		201002690000	323 14TH AVE W	Section 750, B., 1. Clean, Safe, Sanitary and Attractive Maintenance of Exterior Property	3/26/2026	Open
20260051	3/25/2026	Raymond Kallio	Closed	Drainage	4/2/2026	201021340000	622 WILLIS AVE	Section 750, B., 2., b. - Grading and Drainage	3/25/2026	Closed
20260052	3/25/2026	Raymond Kallio	Closed	Tires in yard	3/31/2026	201047000000	1505 10TH AVE W	Section 750, B., 11. Miscellaneous Storage	3/25/2026	Open
20260048	3/24/2026	Raymond Kallio	Open	water hook up		201034080000	2123 MAIN ST E	Sequential Ordinance No. 1797 – Codification Ordinance No. 165 - Building Permits	3/24/2026	Open
20260049	3/24/2026	Raymond Kallio	Open	garbage		201022230000	312 6TH ST W	Section 750, B., 1. Clean, Safe, Sanitary and Attractive Maintenance of Exterior Property	3/24/2026	Open
20260050	3/24/2026	Raymond Kallio	Closed	Tires	4/6/2026	201003670000	1003 6TH ST W	Section 750, B., 11. Miscellaneous Storage	3/24/2026	Closed

20260045	3/23/2026	Raymond Kallio	Open	Metal storage container		201013440000	314 LAKE SHORE DR E	Building Materials UDO Section 6.2, C.,3.,b	3/23/2026	Open
20260046	3/23/2026	Raymond Kallio	Closed	Misc storage	4/1/2026	201013420000	301 MAIN ST E	Section 750, B., 11. Miscellaneous Storage	3/23/2026	Closed
20260047	3/23/2026	Raymond Kallio	Open	mattress		201013410000	307 MAIN ST E	Section 750, B., 11. Miscellaneous Storage	3/23/2026	Open
20260043	3/20/2026	Raymond Kallio	Closed	snow on sidewalk	3/24/2026	201036280000	1811 6TH ST E	530.09 Winter Sidewalk Maintenance	3/20/2026	Closed
20260044	3/20/2026	Raymond Kallio	Open	misc storage		201017290000	410 3RD ST E	Section 750, B., 11. Miscellaneous Storage	3/20/2026	Open
20260041	3/19/2026	Raymond Kallio	Closed	snow on sidewalk	3/25/2026	201022270000	619 3RD AVE W	530.09 Winter Sidewalk Maintenance	3/19/2026	Closed
20260042	3/18/2026	Raymond Kallio	Closed	snow covered sidewalk	3/23/2026	201045060000	606 6TH ST W	530.09 Winter Sidewalk Maintenance	3/19/2026	Closed
20260033	3/18/2026	Raymond Kallio	Closed	snow on sidewalk	3/31/2026	201007832000	419 CHAPPLE AVE	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed
20260034	3/18/2026	Raymond Kallio	Closed	snow covered sidewalk	3/16/2026	201006760000	600 11TH AVE W	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed
20260035	3/18/2026	Raymond Kallio	Closed	snow covered sidewalks	3/23/2026	201005470000	601 11TH AVE W	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed
20260036	3/18/2026	Raymond Kallio	Closed	snow on sidewalks	3/23/2026	201005480000	1116 6TH ST W	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed

20260037	3/18/2026	Raymond Kallio	Closed	snow on sidewalks	3/23/2026	201005490000	1122 6TH ST W	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed
20260038	3/18/2026	Raymond Kallio	Closed	snow on sidewalks	3/25/2026	201026280000	900 3RD AVE W	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed
20260039	3/18/2026	Raymond Kallio	Closed	snow on sidewalk	3/25/2026	201023000000	707 3RD AVE W	530.09 Winter Sidewalk Maintenance	3/25/2026	Closed
20260040	3/18/2026	Raymond Kallio	Closed	snow covered sidewalk	3/3/2026	201045070000	612 6TH ST W	530.09 Winter Sidewalk Maintenance	3/18/2026	Closed
20260040	3/18/2026	Raymond Kallio	Closed	snow covered sidewalk	3/3/2026	201045070000	612 6TH ST W	Section 750, B., 11. Miscellaneous Storage	3/18/2026	Closed
20260031	3/16/2026	Raymond Kallio	Closed	snow covered sidewalk	3/23/2026	201007821000	400 9TH AVE W	530.09 Winter Sidewalk Maintenance	3/16/2026	Closed
20260032	3/16/2026	Raymond Kallio	Closed	Storage container	4/7/2026	201049300000	1814 MAPLE LN	Unified Development Ordinance 781 Section 4.47(D)(3) Building design	3/16/2026	Closed
20260025	3/13/2026	Raymond Kallio	Closed	snow and ice on sidewalk	3/25/2026	201007890000		530.09 Winter Sidewalk Maintenance	3/13/2026	Closed
20260019	3/12/2026	Raymond Kallio	Closed	misc storage	4/1/2026	201028720000	1102 5TH AVE E	Section 750, B., 11. Miscellaneous Storage	3/12/2026	Closed
20260020	3/12/2026	Raymond Kallio	Closed	misc storage	4/1/2026	201017780000	321 12TH AVE E	Section 750, B., 11. Miscellaneous Storage	3/12/2026	Closed

20260005	3/11/2026	Raymond Kallio	Closed	ice covered sidewalk	3/25/2026	201022730000	715 VAUGHN AVE	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260006	3/11/2026	Raymond Kallio	Closed	ice on sidewalk	3/18/2026	201044180000	713 CHAPPLE AVE	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260002	3/10/2026	Raymond Kallio	Open	Refreidgerator in yard		201019040000	419 WILLIS AVE	Section 750, B., 11. Miscellaneous Storage	3/10/2026	Open
20260003	3/10/2026	Raymond Kallio	Closed	Tire in yard	3/11/2026	201017350000	310 5TH AVE E	Section 750, B., 11. Miscellaneous Storage	3/10/2026	Closed
20260004	3/10/2026	Raymond Kallio	Closed	tire	4/2/2026	201005600000	704 12TH AVE W	Section 750, B., 11. Miscellaneous Storage	3/10/2026	Closed
20260001	3/9/2026	Raymond Kallio	Closed	misc storage	4/13/2026	201001290000	1623 3RD ST W	Section 750, B., 11. Miscellaneous Storage	3/9/2026	Closed
20260010	3/4/2026	Raymond Kallio	Closed	ice on sidewalk	3/18/2026	201029820000	813 11TH AVE W	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260011	3/4/2026	Raymond Kallio	Closed	ice on sidewalk	3/23/2026	201015850000	622 MAIN ST E	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260012	3/4/2026	Raymond Kallio	Closed	ice on sidewalk	3/18/2026	201005390000	1208 6TH ST W	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260013	3/4/2026	Raymond Kallio	Closed	ice on sidewalk	3/23/2026	201017540000	313 7TH AVE E	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260014	3/4/2026	Raymond Kallio	Closed	ice on sidewalk	3/18/2026	201043670000	605 MACARTHUR AVE	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed

20260015	3/4/2026	Raymond Kallio	Closed	ice on sidewalk	3/23/2026	201001870000	200 11TH AVE W	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260016	3/3/2026	Raymond Kallio	Closed	Ice on sidewalk	3/24/2026	201022150000	609 2ND AVE W	530.09 Winter Sidewalk Maintenance	3/3/2026	Closed
20260017	3/3/2026	Raymond Kallio	Closed	ice on sidewalk	3/24/2026	201022130000	619 2ND AVE W	530.09 Winter Sidewalk Maintenance	3/3/2026	Closed
20260018	3/3/2026	Raymond Kallio	Closed	ice on sidewalk	3/24/2026	201024660000	800 5TH AVE E	530.09 Winter Sidewalk Maintenance	3/3/2026	Closed
20260007	3/3/2026	Raymond Kallio	Closed	ice on sidewalk	3/18/2026	201001630000	1220 MAIN ST W	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260008	3/3/2026	Raymond Kallio	Closed	ice on sidewalk	3/17/2026	201001620000	1208 MAIN ST W	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260009	3/3/2026	Raymond Kallio	Closed	ice on sidewalk	3/20/2026	201005370000	1200 6TH ST W	530.09 Winter Sidewalk Maintenance	3/11/2026	Closed
20260021	3/3/2026	Raymond Kallio	Open	misc storage		201003750000	518 11TH AVE W	Section 750, B., 21., 7) Vehicles or trailers used for storage of goods.	3/12/2026	Open
20260021	3/3/2026	Raymond Kallio	Open	misc storage		201003750000	518 11TH AVE W	Section 750, B., 11. Miscellaneous Storage	3/12/2026	Open
20260022	3/3/2026	Raymond Kallio	Closed	ice and snow on sidewalk	3/18/2026	201038330000	1023 CHAPPLE AVE	530.09 Winter Sidewalk Maintenance	3/12/2026	Closed

20260023	3/3/2026	Raymond Kallio	Closed	ice on sidewalk	3/18/2026	201030710000	1001 9TH AVE W	530.09 Winter Sidewalk Maintenance	3/12/2026	Closed

Total Records: 66

4/16/2026

Permit Detail Report

03/01/2026 - 03/31/2026

Permit #	Permit Date	Building Type	Applicant Name	Applicant Address	City, State, Zip	Description	Square Feet	Project Cost	Issued Date	Type of Work	Work Location	Total Fees	Parcel #	Parcel Address
20260064	3/30/2026	Commercial - Demolition Interior/Exterior	Shane Hillen	2063 17-1/2 Ave.	Rice Lake, WI, 54868	Commercial interior renovation of existing student services center for Northwood Technical College. Level 2 Alteration.	7,450	894,432			2100 Beaser Ave., Ashland, WI	\$4,472.16	201049510000	2100 BEASER AVE
20260063	3/30/2026	Residential - Roofing (Material cost over 1,000)	Tyler Marx	905 MacArthur Ave	ASHLAND, WI 54806	Remove and replace existing asphalt shingles with new asphalt shingles	0	2,500	3/30/2026	Primary Structure	905 Mac Arthur Ave	\$30.00	201044670000	905 MACARTHUR AVE
20260062	3/26/2026	Residential - Remodel/Repair/Additions (over 5,000)	Shelly Shilts	1508 4th St E	ASHLAND, WI 54806	Remove and Replace six (6) existing windows, insulate around frame and trim interior and exterior	0	19,500	3/27/2026	Primary Structure	1508 4th St E	\$97.50	201035420000	1508 4TH ST E
20260061	3/25/2026	Residential - Fence	Berry Boggs (partner to owner)	1118 Chapple Ave	Ashland	Install 260 LF of new 6-foot high wood privacy fence at locations marked with red lines on the attached image. Support posts to be located on the interior side of the property with the finished side facing out.	260	7,000	3/27/2026	Other	1118 Chapple Ave	\$100.00	201045220000	1118 CHAPPLE AVE

20260060	3/24/2026	Commercial - Accessory Structure	Scott Wafle	S590 Hirst Rd	Reedsburg, WI 53959	1) 30-foot x 100-foot storage shed by Cleary Corp. 12-foot high sidewalls. Color to match as close as possible to existing garage/office buildings. 2) An 8-foot high chain link fence enclosing area between buildings. See CUP granted (10-28-26) for required conditions.	3,000	44,874	3/26/2026	Accessory Structure	2501 Golf Course Rd	\$250.00	201048081000	2501 GOLF COURSE RD
20260059	3/20/2026	Commercial - Miscellaneous Repair of a Commercial Structure	Ashland County Health and Human Services	630 Sanborn Ave	ASHLAND, WI 54806	Remove one (1) layer of asphalt shingles. Install 6-foot Ice & Water shield at eaves and underlayment remainder of area. Install new concealed fastener metal roofing, flashing and sealant.	11,000	88,900	3/31/2026	Primary Structure	630 Sanborn Ave	\$75.00	201047300000	630 SANBORN AVE
20260058	3/19/2026	Residential - Fence	Ana Tapsieva	516 5th Ave E	ASHLAND, WI 54806	Replace existing 6-foot privacy fence with new 6-foot privacy fence. Fence Supports to be placed to the interior side of the property.	85	3,800	3/23/2026	Other	516 5th Ave E	\$75.00	201020100000	516 5TH AVE E

20260057	3/19/2026	Residential - Fence	Adele Thomason	223 3rd Ave E	Ashland, WI 54806	Replace existing 6-foot privacy fence with new 6-foot wood privacy fence. Fence posts to be located on the interior side of the property. The fence must not be located within the 10-foot vision triangle on the East side of the garage driveway per the submitted drawing.	302	0	3/23/2026	Other	223 3rd Ave E	\$100.00	201016190000	223 3RD AVE E
20260056	3/18/2026	Residential - Permit for new home	Abby Miller	2804 City Heights Rd	ASHLAND, WI 54806	New construction of a 26' X 32' log home. Site will have septic and well. This permit is contingent upon: 1. Provide our office with all the contractor's license numbers. 2) Provide our office with a typical wall section and note the height of the building on an elevation. 3) Provide a copy of the building heat loss and furnace sizing by the	1,664	310,000	4/9/2026	Primary Structure	2804 City Heights Rd	\$1,133.20	201-048330200	2804 City Heights Rd
20260055	3/16/2026	Commercial - Miscellaneous Repair of a Commercial Structure	CRAIG JOHNSON	5501 Miller Trunk Hwy	Hermantown, MN 55811	FIRE SUPPRESSION SYSTEM INSTALLATION	4,040	15,000	3/17/2026	Primary Structure	2300 LAKE SHORE DRIVE WEST		201047450000	2300 LAKE SHORE DR W

20260054	3/13/2026	Zoning Approval - Signage	Echo Health	200 Chapple Ave	Ashland	Installation of two (2) wall mounted facade signs. 33" high X 96" wide. New signs to replace existing wall signs in same location. Existing directional downlighting to be used to illuminate new	22	0	3/18/2026	Other	200 Chapple Ave	\$50.00	20104315000	200 CHAPPLE AVE
20260053	3/12/2026	Residential - Roofing (Material cost over 1,000)	Carol Janecek	812 10th Ave W	Ashland, WI 54806	Installing new asphalt roof on existing garage.	100	100	3/12/2026	Accessory Structure	812 10th Ave W	\$30.00	20103003000	812 10TH AVE W
20260052	3/9/2026	Zoning Approval - Keeping of Animals	Anna Wilke	1220 6th Ave W	Ashland, WI 54806	A five square foot chicken coop. A maximum of six chickens allowed. No roosters. Enclosure shall NOT be located closer than twenty (20) feet to any residential structure other than the owner's nor closer than ten (10) feet from any parcel line.	5	0	3/9/2026	Other	1220 6th Ave W	\$50.00	20104538000	1220 6TH AVE W
20260051	3/6/2026	Zoning Approval - Signage	Northland Real Estate Services, LLC (Jewel VonFang)	309 Main St E	Ashland, WI 54806	Installation of a two-sided panel sign onto an existing projecting style sign structure on the front of the building	18	0		Other	309 Main St E		20101340000	309 MAIN ST E

20260050	3/6/2026	Residential - Remodel/Repair/Additions (over 5,000)	Leroy, Steven and Elaine	706 18th Ave W	Ashland	New front entry addition with new sidewalk to street. New rear yard sidewalk and patio. Permit contingent upon: 1) All new construction must have frost footings that are deep enough for our local weather, which is typically 4 feet. 2) A graspable handrail and guardrail system needs to be properly installed on the new set of	0	43,000	3/31/2026	Primary Structure	706 18th Ave W	\$215.00	20100595000	706 18TH AVE W
20260049	3/6/2026	Commercial - Miscellaneous Repair of a Commercial Structure	CESA 12 (Arnie Mackey Jeannine)	400 Lakeshore Dr E	Ashland, WI	Tear off existing roofing and replace w/following: New drip edge, 6 foot ice and water shield. Install synthetic tar paper with Landmark shingles. Re-roof flat section with 60 mil EPDM -	0	61,500	3/6/2026	Primary Structure	400 Lakeshore Dr E	\$75.00	20101352000	400 LAKE SHORE DR E
20260048	3/5/2026	Zoning Approval - Mobile Tower	Northern States Power Co. (Xcel) Corissa Seely			Breaker change out and foundation replacement. Addition of four curb slabs under existing and updated equipment.	0	61,500		Telecommunications	2111 E Main St		20103410000	2111 E Second St

20260047	3/5/2026	Residential - Accessibility Ramp	Paul Farkas	522 16th Ave W	Ashland, WI 54806	New treated wood ADA ramp in front yard. Construction of ramp to meet UDC code.	0	0	3/12/2026	Accessory Structure	522 16th Ave W		201004370000	522 16TH AVE W
20260045	3/4/2026	Residential - Remodel/Repair/Additions (over 5,000)	Benji Kulp	412 26th Ave E	ASHLAND, WI 54806	Remodel of 3 bedrooms, 2 baths, drywall, flooring, paint, trim, cabinets, doors, light fixtures and plumbing (two bathtubs, kitchen sink, PEX drainpipe). Replaced existing concrete sidewalk.	0	75,000	3/6/2026	Primary Structure	412 26th Ave E	\$375.00	201035870000	412 26TH AVE E
20260044	3/3/2026	Residential - Remodel/Repair/Additions (over 5,000)	Weis, Janelle K	1308 Chapple Ave	Ashland, WI 54806	Six new helical piers and ten feet of new foundation wall and footer.	0	29,420	3/4/2026	Primary Structure	1308 Chapple Ave	\$147.00	201045720000	1308 CHAPPLE AVE
20260043	3/3/2026	Residential - Roofing (Material cost over 1,000)	Emery Mattson			Remove asphalt roof and replace with new asphalt.	0	20,000	3/3/2026	Primary Structure	1222 Lakeshore Dr W	\$30.00	201000560000	1222 LAKE SHORE DR W

20260041	3/6/2026	Zoning Approval - Mobile Tower	Verizon - TERRA Consulting Group (Michelle Rojas) Jonathon Leeb	2915 Farm Rd		Verizon proposes to modify its existing tower mounted equipment and antennas currently located at the 182-foot centerline upon the existing 190-foot tall vertical bridge owned mobile service tower facility. Proposed modification to Verizon's existing class 2 colocation.	0	15,000	3/16/2026	Accessory Structure	2915 Farm Rd	\$100.00	201049691000	
20260040	3/6/2026	Residential - Remodel/Repair/Additions	Munson, Andrew	504 10th Ave W	Ashland, WI 54806	Remodel/Renovation from fire damage	0	125,000	3/2/2026	Primary Structure	504 10th Ave W	\$156.25	201006850000	504 10TH AVE W
20260039	3/6/2026	Residential - Remodel/Repair/Additions	Mad City Windows Crvsta Foster			Replace six (6) Windows	0	7,951	2/26/2026	Primary Structure	701 Maple Ridge	\$50.00	201049150800	701 MAPLE RIDGE
20260037	3/6/2026	Zoning					0	0						
20260036	3/6/2026	Zoning					0	0						
20260035	3/6/2026	Zoning					0	0						
20260034	3/6/2026	Zoning Approval - Development	Lucas/Kim Stewart	607 18th Ave W	Ashland, WI 54806	Short Term Rental License	0	0		Primary Structure	607 18th Ave W		201004800000	607 18TH AVE W

20260019	3/6/2026	Residential - Permit for new home	Marty Reykdal	1002 Willis Ave	Ashland, WI 54806	Construction of a new single-family UDC home on the property per the plans and rendering provided. This permit is contingent upon the following: 1) A construction work schedule and timeline are to be provided to our office before additional work commences. 2) An R-19 fiberglass or equal wall insulation shall be used in the exterior walls.	1,800	150,000		Primary Structure	1002 Willis Ave	\$1,140.00		1002 WILLIS AVE
20260010	3/6/2026	Right of Way					0	0						
20260004	3/6/2026	Residential - Remodel/Repair/Additions (over 5,000)	Anita Haukus		Ashland, WI	Remove all exterior/interior walls, exterior windows and exterior screen door. Remove the rotted flooring and joists Remove railing and steps. Remove and replace sidewalk from the house to the public sidewalk (when the ground thaws) a permit request has been submitted to the public works department for the sidewalk. Reconstruct	0	20,109	3/7/2026	Primary Structure	911 2nd Ave W	\$100.550	20102632000	911 2ND AVE W
												\$8,851.66		

Total Records: 31

4/16/2026

**SUBJECT: Resolution Authorizing the Issuance and Sale of \$3,040,000 General
Obligation Promissory Notes, Series 2026B (Finance) Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administration

EXHIBITS: 1. Proposed Resolution No 17873

EXPENDITURES REQUIRED: \$2,120,500 per 2026 Capital Project List
\$ 300,000 additional funding for 2026-2027 street projects
\$ 500,000 Tax Increment District 11-Development Agreement
\$ 119,500 Issue Costs
\$3,040,000 Approximate Issue Amount

AMOUNT BUDGETED: \$3,030,000 — per authorizing Resolution 17870 approved on
March 31, 2026

APPROPRIATION REQUIRED: \$10,000 — for infrastructure projects

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

There will be a presentation and recommendation by Josh Low from Ehlers, Inc. for the issuance and sale of \$3,040,000 taxable general obligation promissory notes. The bid opening will be 10am April 21, 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 April 21, 2026, to permit it to be available for the Council meeting later in the evening.

The Council approved resolution 17870 to issue approximately \$3,030,000 of general obligation notes for City projects and the development agreement for tax increment district #11 apartment complex. The notes are structured at a 10 to 15 year payback, with streets and infrastructure being 15 years. The portion of the notes issued for the development agreement will be paid with future tax increment dollars from district #11.

The note issue bid requests are at \$3,040,000 and the additional \$10,000 will be for infrastructure projects.

The detail of the note issue is as follows:

\$1,643,500	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
<u>119,500</u>	Debt issue expenses
<u>\$3,040,000</u>	Total approximate debt issue

RESOLUTION No. 17873

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$3,040,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026B

WHEREAS on March 31, 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 General Obligation Promissory Notes, Series 2026B (the "Notes") 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, 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; and.

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, 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 April 21, 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 April 21, 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 THREE MILLION FORTY THOUSAND DOLLARS (\$3,040,000) 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 "General Obligation Promissory Notes, Series 2026B"; shall be issued in the aggregate principal amount of \$3,040,000; shall be dated May 12, 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 October 1 of each year, in the years and 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 2040 for the payments due in the years 2027 through 2041 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 General Obligation Promissory Notes, Series 2026B" (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. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(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. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable

expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax Exempt Obligations. The Notes are hereby designated as "qualified tax exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax exempt obligations.

Section 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 April 21, 2026.

Matthew Mac Kenzie
Mayor

ATTEST:

Denise Oliphant
City Clerk

(Seal)

SUBJECT: Resolution to Designate Public Depositories (Clerk) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer

EXHIBITS: 1. Proposed Resolution No. 17874

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified the listed depositories are in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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:

Annually, the City must designate official public depositories according to WI State Statute 340.5. The City wishes to use the financial institutions listed below, located within the corporate limits of the City of Ashland:

Associated Bank
BMO Harris Bank
Chippewa Valley Bank
Northern State Bank

The City would also like to use Old National Bank in Washburn for depositing public monies and declare them as official public depositories. The City started using Bremer Bank of Washburn as a depository for public funds for the Vaughn Public Library Renovation Fund for depositing public monies, proceeds from library fundraisers, and donated monies that are designated for other library items. The Bank also provides an alternative investing opportunity for investing public funds.

The City also wishes to use Bank First of Fond du Lac, Wisconsin as a depository for public funds. As part of the collection process, funds collected by LifeQuest are first deposited into Bank First, City of Ashland as the account holder, and then deposited into the City's local account. It is recommended that the City also declare the Wisconsin Local Government (WLG) Investment Pool as a public depository because it provides another investment opportunity for short-term cash investing needs. The WLF Investment Pool will be a safe tool for investing when local banks cannot offer the best rates. It is recommended that Council approve the listed depositories for use in holding and investing public funds for the City of Ashland.

RESOLUTION No. 17874

RESOLUTION TO DESIGNATE PUBLIC DEPOSITORIES

WHEREAS, Wisconsin State Statute 34.05 states:

“...the governing board of each public depositor shall, by resolution, designate one or more public depositories, organized and doing business under the laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public moneys received by him or her and specify whether the moneys shall be maintained in time deposits subject to limitations of s. 66.0603 (1m), demand deposits or savings deposits and whether a surety bond or other security shall be required to be furnished under s. 34.07 by the public depository to secure repayment of such deposits. A designation of a public depository by the governing board shall be a designation of the public depository for all treasurers of the governing board and for all public depositors for which each treasurer shall act.”; and

WHEREAS, the City of Ashland wishes to use all four banks located within the corporate limits of the City of Ashland (Associated Bank, BMO Harris Bank, Chippewa Valley Bank, Northern State Bank) and Hometown Bank in Fond du Lac, WI, Old National Bank of Washburn, and Wisconsin Local Government Investment Pool for the depositing of public moneys.

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

- Associated Bank, Ashland, WI
- BMO Harris Bank, Ashland, WI
- Chippewa Valley Bank, Ashland, WI
- Northern State Bank, Ashland, WI
- Old National Bank
- Bank First, Fond du Lac, WI
- Wisconsin Local Government Investment Pool, WI DOA
- Bank of New York, Mellon via Pershing investments

are hereby declared to be the official public depositories of the City of Ashland.

PASSED: April 21, 2026

ATTEST:

Aldersperson

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Resolution to Designate the Official City Newspaper (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS: 1. Proposed Resolution No. 17875

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

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

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:

Wisconsin State Statute 985.06 (2) states:
“In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the

official city newspaper for the publication of the city’s legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work”

The Ashland Daily Press meets the qualifications as established by the Wisconsin State Statutes.

RESOLUTION No. 17875

RESOLUTION TO DESIGNATE THE OFFICIAL CITY NEWSPAPER

WHEREAS, Wisconsin State Statute 985.06 (2) states:

“In cities of the fourth class, the council, at its first meeting or as soon as may be, shall designate one or more newspapers eligible under s. 985.03 and published in the city, if any, otherwise published in the county and having a general circulation in the city, for publication of the council proceedings and as the official city newspaper for the publication of the city’s legal notices for the ensuing year. The council shall fix the price at not to exceed the legal rate for like work”;

WHEREAS, The Daily Press meets all qualifications as established in s. 985.06 (2).

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby designates The Daily Press as the “Official Newspaper” of the City of Ashland for publication of official Council proceedings and legal notices for the ensuing year.

PASSED: April 21, 2026

Aldersperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Ref: 2026-064

COUNCIL AGENDA:
12.D. (4/21/2026)

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS: 1. Proposed Ordinance No. 2026-2033

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

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 formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The City Clerk's Office and the Director of Community Events proposed amendments to Chapter 888 (2022-1962) and Chapter 89 (2022-1963) regarding Vendors and Food Trucks at City Sponsored Events. The Amendments provide City Staff with discretion and authority to determine participation in City-Sponsored Events to align with the theme and purpose of the event. The proposed changes also provide a set of rules of conduct for vendors at City

Sponsored Events.

Per City Attorney Katie Posewicz:

I have been asked by the mayor to look further into the proposed amendments to Chapters 888 and 889 regarding City-sponsored events. Specifically, the mayor indicated that the council sent the ordinances back because there was discussion of putting specific restrictions on registered sex offenders and/or violent criminals being vendors at City sponsored events. Specific language categorically prohibiting all registered sex offenders or violent criminals from obtaining a permit to operate a food truck or be a vendor at a City sponsored event is likely unconstitutional. It is not advised that the City have that specific language into its ordinance as it likely would not withstand a constitutional challenge. This is because it categorically excludes a group of people and would likely be considered overly broad based on generalized assumptions. That is not to say that the City cannot be concerned about a potential threat to the safety of children being at an event at which a registered sex offender is working and cannot take steps to protect the public. However, a blanket prohibition is likely not legal. Instead, the current draft amendments state that a permit can be denied for "a potential threat to the health, safety or general welfare of the public." Under that language, the City could decide to deny a permit to someone who is a registered sex offender or violent criminal based on objective evidence that the person's presence at the event could be a threat to the safety of children. The City could evaluate the underlying conviction and how it relates to the specific circumstances of the vending at the public event. A City policy allowing individualized review of a vendor such as type of conviction, circumstances underlying the conviction (did it involve children in a public place), time elapsed since conviction, rehabilitation, and specific nature of the public event would be more defensible than a blanket prohibition in an ordinance against all registered sex offenders and violent criminals....The best way to show that the City is acting legally is to have denials based on objective criteria such as type of conviction, circumstances underlying the conviction, time elapsed since conviction, rehabilitation, specific nature of the public event, specific behavioral concerns regarding the individual, past incidents at similar events, and documented safety risks.

During their March 31, 2026 Committee of the Whole meeting, Council approved 4-2 to forward this item to Council for formal approval. It was recommended at that time to develop a process for those who wished to appeal a denial of participation in any event. It was felt to be prudent to simply add a section to the ordinance.

Sequential Ordinance No 2026-2033

ORDINANCE TO AMEND CHAPTER 888 (2022-1962) TRANSIENT VENDORS, TRANSIENT AND PERMANENT MERCHANTS, AND DOOR TO DOOR SOLICITORS, ASHLAND CITY ORDINANCES

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

SECTION I:

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

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

SECTION II:

888.06 *shall be repealed and replaced as follows:*

888.06 City-Sponsored Events

- a) Duration. The duration of a City-sponsored event is determined by the organizer and/or City. Vendors must cease operation on or before 10:00 p.m. on the final day of the Event.
- b) Fee. All participants must obtain a license from the City Clerk’s office as stated under Chapter 165 Comprehensive Fee Schedule.
- c) Participation. Participation by vendors is not guaranteed at City-Sponsored Events. All vendors are required to have confirmed attendance with City staff at least twenty-four (24) hours before arrival. Participation by vendors is at the sole discretion of City staff based upon, but not limited to:
 1. Space limitations.
 2. Vendor’s behavior at prior events, both City-sponsored and non-City sponsored, including, but not limited to, ordinance or rule violations.
 3. Potential threat to the health, safety or general welfare of the public.
 4. Vendor’s failure to hold a required license or permit from City of Ashland or the State of Wisconsin.
- d) Rules of participation. Vendors are required to abide by the following rules and expectations while operating at a City-sponsored event;
 1. Generators shall be placed in such a way to limit noise pollution for attendees.
 2. All display or reference to political or politically adjacent activities is prohibited.
 3. Listen and adhere to guidelines established by City staff/Event organizers.
 4. Demonstrate overall good and civil behavior.
 5. Remain open for the duration of the event, maintaining stock based on predicted attendance and weather conditions.
- e) License. Vendors must hold a valid license for the day of the event. Vendors shall display their license in a viewable location at all times.
- f) Appeal. Completed vendor applications for participation in a City-sponsored event must be received by the City at least twenty (20) business days prior to the event. Vendors will receive written notice of approval or denial of participation in a City-sponsored event within ten (10)

business days of completed application. In the event of denial, an applicant has the right to file a written appeal of the determination to the City Administrator within five (5) business days of notice of denial. The appeal shall be decided by the City Administrator within five (5) business days of the filing of the appeal.

SECTION III

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

PASSED: April 21, 2026

PUBLISHED: April 30, 2026

Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

Ref: 2026-065

COUNCIL AGENDA:
12.E. (4/21/2026)

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS: 1. Proposed Ordinance No. 2026-2034

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

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:

SUMMARY STATEMENT:

The City Clerk's Office and the Director of Community Events proposed amendments to Chapter 888 (2022-1962) and Chapter 889 (2022-1963) regarding Vendors and Food Trucks at City Sponsored Events. The Amendments provide City Staff with discretion and authority to determine participation in City-Sponsored Events to align with the theme and purpose of the event. The proposed changes also provide a set of rules of conduct for vendors at City Sponsored Events.

Per City Attorney Katie Posewicz:

I have been asked by the mayor to look further into the proposed amendments to Chapters 888 and 889 regarding City-sponsored events. Specifically, the mayor indicated that the council sent the ordinances back because there was discussion of putting specific restrictions on registered sex offenders and/or violent criminals being vendors at City sponsored events. Specific language categorically prohibiting all registered sex offenders or violent criminals from obtaining a permit to operate a food truck or be a vendor at a City-sponsored event is likely unconstitutional. It is not advised that the City have that specific language into its ordinance as it likely would not withstand a constitutional challenge. This is because it categorically excludes a group of people and would likely be considered overly broad based on generalized assumptions. That is not to say that the City cannot be concerned about a potential threat to the safety of children being at an event at which a registered sex offender is working and cannot take steps to protect the public. However, a blanket prohibition is likely not legal. Instead, the current draft amendments state that a permit can be denied for "a potential threat to the health, safety or general welfare of the public." Under that language, the City could decide to deny a permit to someone who is a registered sex offender or violent criminal based on objective evidence that the person's presence at the event could be a threat to the safety of children. The City could evaluate the underlying conviction and how it relates to the specific circumstances of the vending at the public event. A City policy allowing individualized review of a vendor such as type of conviction, circumstances underlying the conviction (did it involve children in a public place), time elapsed since conviction, rehabilitation, and specific nature of the public event would be more defensible than a blanket prohibition in an ordinance against all registered sex offenders and violent criminals....The best way to show that the City is acting legally is to have denials based on objective criteria such as type of conviction, circumstances underlying the conviction, time elapsed since conviction, rehabilitation, specific nature of the public event, specific behavioral concerns regarding the individual, past incidents at similar events, and documented safety risks.

During their March 31, 2026 Committee of the Whole meeting, Council approved 4-2 to forward this item to Council for formal approval. It was recommended at that time to develop a process for those who wished to appeal a denial of participation in any event. It was felt to be prudent to simply add a section to the ordinance.

Sequential Ordinance No 2026-2034

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

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

SECTION I:

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

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

SECTION II:

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

889.09 “City-Sponsored” Events

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

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

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

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

(f) Appeal. Completed vendor applications for participation in a City-sponsored event must be received by the City at least twenty (20) business days prior to the event. Vendors will receive written notice of approval or denial of participation in a City-sponsored event within ten (10) business days of completed application. In the event of denial, an applicant has the right to file a written appeal of the determination to the City Administrator within five (5) business days of notice of denial. The appeal shall be decided by the City Administrator within five (5) business days of the filing of the appeal.

SECTION III

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

PASSED: April 21, 2026

PUBLISHED: April 30, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

SUBJECT: Accept a Community Development Investment Vibrant Spaces Grant Agreement between the Wisconsin Economic Development Corporation (WEDC) and the City of Ashland for up to \$50,000 for a Downtown Alley Beautification Project at 112 Main Street West (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director

- EXHIBITS:**
- 1. CDI Vibrant Spaces Grant Agreement between WEDC and City of Ashland
 - 2. Resolution No. 17866, approved January 27, 2026

EXPENDITURES REQUIRED: \$50,000

AMOUNT BUDGETED: \$50,000-WEDC Grant

APPROPRIATION REQUIRED: \$0 - 100% Grant funded

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: The City Council reviewed the Vibrant Spaces request and voted to approve staff submitting an application at the January 27, 2026 Council meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Comprehensive Plan calls for focusing investment and resources downtown to have a transformative impact. The Plan notes that Ashland's downtown is intact and serves as the "center for civic, if not economic activity within the community." The City has a vision for aesthetic improvements downtown and the alley beautification project proposed under this grant

is an example of private investment downtown. Staff believes that the proposed project is consistent with the Comprehensive Plan and City's vision for downtown. The Vibrant Spaces Grant will help fund this project.

SUMMARY STATEMENT:

Adam Zais and Kristi Knudson purchased the property at 112 Main Street West in 2025. They have made interior improvements to the building since purchasing it. In late 2025, the property owners contacted City staff to discuss the potential of enhancing the public alley immediately adjacent to their property. The alley runs north-south immediately east of their building and is currently a public right-of-way. It allows for vehicular traffic to exit onto Main Street from the south. The property owners discussed that they would like to make aesthetic improvements to the paved alley. These could include paver and landscaping installation, along with the installation of seating and public art. They envision the space as a visually enhanced publicly-accessible gathering space in the downtown.

City staff discussed that the City does not have matching funds or staff available to maintain the space. The property owners have indicated their interest in moving forward with the project if the City is willing to support vacating the alley. The Public Works Director, Planning Director, and Administrator discussed the proposal and the Public Works and Planning Directors met with the property owners in December 2025. Public Works anticipates the need to do some utility work in the alley in the future. However, after discussing the proposed project and necessary utility work, staff are confident that they can support the project if the project does not require matching funds from the City or City staff to maintain it once it is implemented. The property owners have indicated that they can provide matching funds if they can own the alley prior to investing in the space.

The Council reviewed and voted to allow staff to apply for the grant at the January 27, 2026 Council meeting. Since then, WEDC informed the City that the grant award was approved. City staff are now requesting that the Council accept the grant award of \$50,000 for the alley beautification project.

**COMMUNITY DEVELOPMENT INVESTMENT VIBRANT SPACES GRANT
AGREEMENT**

BETWEEN

THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

CITY OF ASHLAND

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Ashland (“Recipient”). Certain capitalized terms are defined in Section 1 of this Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment Vibrant Spaces Grant Program (“CDI-VS Funds”);

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI-VS Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Fifty Thousand Dollars (\$50,000) in CDI-VS Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI-VS Funds.

(c) “CDI-VS Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment Vibrant Spaces Grant Program in accordance with this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI-VS Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and the Project End Date.

(f) “Ineligible Costs” means costs for which CDI-VS Funds and Matching Funds may not be used including: costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs for events; costs for private spaces that are not open to the public; indirect expenses or soft costs; in-kind contributions; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; signage (except for wayfinding, interpretive signage, a single entrance or gateway sign and kiosks); financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests, interior renovations (except for restrooms), district or community-wide improvement projects, staffing, programming, ongoing maintenance, lease costs, and demolition costs.

(g) “Leverage” means funding provided for the Project other than CDI-VS Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI-VS Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI-VS Funds contemplated under this Agreement, Matching Funds must be at least Twelve Thousand Five Hundred Dollars (\$12,500). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Community Development Investment Vibrant Spaces Grant Program in force as of the Effective Date.

(j) “Project” means the Recipient assisting in the revitalization and beautification of a civic alley in downtown Ashland, in accordance with the Application and the terms of this Agreement.

(k) “Project End Date” means January 31, 2028, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI-VS Funds and Matching Funds.

(l) “Project Location” means the site or sites at which the Project will take place, specifically the Alley East of 112 Main Street West, Ashland, Wisconsin.

(m) “Project Start Date” means February 5, 2026, the date on which the Project begins and the Recipient may start incurring costs against CDI-VS Funds and Matching Funds.

(n) “Recipient” means City of Ashland.

(o) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI-VS Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Fifty Thousand Dollars (\$50,000) in CDI-VS Funds.

3. Recipient’s Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement,

(b) CDI-VS Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES		TOTAL
Budget Code	Eligible Project Costs	CDI-VS Funds	Private Funds	
0330	Public Facilities	\$50,000	\$12,500	\$62,500

(i) Eligible Project Costs to be applied to CDI-VS Funds for public facilities include specifically infrastructure (prep work, brick work, custom gate fabrication, water service, lighting, security equipment), landscaping (bike rack, planters, trellis, plants, soil, watering equipment), and public signage.

(ii) Eligible Project Costs to be applied to Matching Funds for public facilities include specifically infrastructure (prep work, brick work, custom gate fabrication, water service, lighting, security equipment), landscaping (bike rack, planters, trellis, plants, soil, watering equipment), and public signage.

(c) CDI-VS Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI-VS Funds under this Agreement. Matching Funds must equal at least Twelve Thousand Five Hundred Dollars (\$12,500) in order for the Recipient to obtain the maximum amount of the CDI-VS Funds, and must be documented prior to the final reimbursement.

(e) WEDC’s logo is prominently displayed on any signage at the Project Location.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI-VS Funds contemplated by this Agreement to the Recipient on a reimbursement basis. The Recipient may request CDI-VS Funds in up to Two (2) reimbursements and each reimbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI-VS Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI-VS Funds being requested.

(d) If an Eligible Project Cost is more than Two Thousand Five Hundred Dollars (\$2,500), the Recipient submitting to WEDC proof of payment documentation evidencing that the Eligible Project Cost incurred at the Project Location against the CDI-VS Funds and the Matching Funds covered by the request have been paid. Proof of payment documentation may include the following:

- (i) Receipt showing payment;
- (ii) Statement from the vendor showing the payment has been applied to a particular invoice;
- (iii) Subsequent invoices showing the first payment was applied;
- (iv) Copy of a cancelled check;
- (v) Image of original check with check number, accompanied by a bank statement showing check number clearing;
- (vi) Credit card statement showing purchase amount and vendor which match the invoice;
- (vii) Bank statement showing wire or ACH purchase that matches the invoice;
- (viii) Letter from vendor, on vendor letterhead, specifying the invoice number was paid; or
- (ix) Lien waivers for construction including the dollar amount which matches the invoice or invoice totals.

(e) If an Eligible Project Cost is Two Thousand Five Hundred Dollars (\$2,500) or less, the Recipient submitting documentation evidencing that the Eligible Project Cost incurred at the Project Location against both the CDI-VS Funds and the Matching Funds covered by the request has been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same); and
- (v) Project Location.

(f) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(g) The Recipient requesting all CDI-VS Funds no later than March 31, 2028.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) A performance report, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report must include information required by WEDC to determine Project performance which must include, at a minimum, photos of the completed Project, which may be used for marketing purposes, a financial overview and narrative summary of the Project including the impact that the Project had on the number and type of audiences using the space, nearby businesses, and the number of events held at the Project Location, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
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Site Work- Construction	\$58,200
Capital Investment	\$62,500
Leverage – Total	\$12,500

* These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
February 5, 2026 - January 31, 2027	Performance Report	April 1, 2027
February 5, 2026 - January 31, 2028	Performance Report	April 1, 2028

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient’s Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Event of Default. The occurrence of any one or more of the following events constitute an “Event of Default” for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

7. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period will in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI-VS Funds.

(b) These amounts must be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI-VS Funds.

8. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

9. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-39, and any successor statutes and regulations.

10. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient, and the performance report provided to WEDC. All of the Recipient's financial records must be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least Three (3) years after April 1, 2028.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue (“DOR”) and the Wisconsin Department of Workforce Development (“DWD”), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal (“Portal”). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication (“Document”) physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from

WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

11. Notice. Notice under this Agreement must be in writing and delivered by email. Notice will be considered received when sent. If a party sending a notice via email receives a machine-generated message that delivery has failed, the sender must, no later than five (5) business days after sending the email message, mail a tangible copy of that notice by a nationally recognized overnight courier service with end-to-end tracking and all fees prepaid or by certified mail, postage prepaid, return receipt requested. The mailing address and regularly monitored email address(es) for the parties are as follows:

To Recipient:

City of Ashland
601 Main St. W.
Ashland, WI 54806
Attn: Steven Wiley
Email: swiley@coawi.org

To WEDC:

Wisconsin Economic Development Corporation
2352 South Park Street, Suite 303
Madison, WI 53713
Attn: Community Development Investment
Contract # CDI-VS FY26-54786
Email: legal@wedc.org

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney’s fees and other amounts owed hereunder, must be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS’ FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. LIMITATION OF LIABILITY. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement will be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement will be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. “Governmental Body” means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and not define or limit any of the terms and conditions set forth herein.

20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement will operate as a waiver, nor will any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC’s and the Recipient’s obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date _____
John W. Miller,
Secretary and CEO

CITY OF ASHLAND

By: _____ Date _____
Matthew Mackenzie,
Mayor

**EXHIBIT A
REQUEST FOR WEDC PAYMENT**

Award Number: CDI-VS FY26-54786		Rep:	Recipient: City of Ashland
FEIN #	Bill.com Payment Network ID (PNI):	Request Number:	
Program: Community Development Investment Grant		Award Type: Grant	
Funding Period Covered by this Request From: _____ To _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0330	Public Facilities					
TOTAL:						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may lapse.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Reimbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI-VS Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI-VS Funds being requested. _____
- If an Eligible Project Cost is more than Two Thousand Five Hundred Dollars (\$2,500), the Recipient submitting to WEDC proof of payment documentation evidencing that the Eligible Project Cost incurred at the Project Location against the CDI-VS Funds and the Matching Funds covered by the request has been paid. Proof of payment documentation may include the following: Receipt showing payment; Statement from the vendor showing the payment has been applied to a particular invoice; Subsequent invoices showing the first payment was applied; Copy of a cancelled check; Image of original check with check number, accompanied by a bank statement showing check number clearing; Credit card statement showing purchase amount and vendor which match the invoice; Bank statement showing wire or ACH purchase which match the invoice; Letter from vendor, on vendor letterhead, specifying the invoice number was paid; or, Lien waivers for construction including the dollar amount which matches the invoice or invoice totals. _____
- If an Eligible Project Cost is Two Thousand Five Hundred Dollars (\$2,500) or less, the Recipient submitting documentation evidencing that the Eligible Project Cost incurred at the Project Location against both the CDI-VS Funds and the Matching Funds covered by the request has been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI-VS Funds no later than March 31, 2028. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.

RESOLUTION No. 17866

RESOLUTION TO AUTHORIZE THE SUBMISSION OF A COMMUNITY DEVELOPMENT INVESTMENT VIBRANT SPACES (CDI-VS) GRANT APPLICATION TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) TO SUPPORT BEAUTIFICATION OF AN ALLEY IN THE 100 BLOCK OF MAIN STREET WEST, ASHLAND, WI

WHEREAS, Downtown property owners Adam Zais and Kristi Knudson as owners of the 112 Main St W property have proposed a plan to implement aesthetic enhancements in the alley immediately east of their building; and

WHEREAS, Mr. Zais and Ms. Knudson have had several discussions with City staff during 2025 regarding a partnership with the City of Ashland on this proposal; and

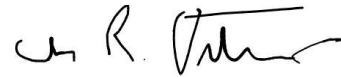
WHEREAS, City of Ashland staff have considered Mr. Zais' and Ms. Knudson's proposal to acquire the alley and implement the proposed project; and

WHEREAS, Wisconsin Economic Development Corporation (WEDC) has funds available to support City development efforts by providing funds for shovel-ready projects on downtown publicly accessible sites to offset improvement costs through their Vibrant Spaces Grant program; and

WHEREAS, a CDI-VS grant from the Wisconsin Economic Development Corporation would assist the City and property owners' efforts to enhance a downtown space into a public gathering area that can serve as an accessible location for public art, programming, and to foster community connections.

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Ashland, Wisconsin authorizes the Department of Planning and Development to prepare and submit an application to WEDC for Vibrant Spaces funds in an amount up to \$50,000, to be used towards eligible costs for the alley beautification project in the 100 block of Main Street West.

PASSED: January 27, 2026



Charlie Ortman, Council President

ATTEST:



Denise Oliphant, City Clerk



Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:



Tyler W. Wickman, City Attorney

SUBJECT: Professional Services Agreement between 106 Group, Ltd. and the City of Ashland for the Ashland Interpretive Signage Program (*Parks*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks Director

EXHIBITS: 1. Professional Services Agreement between 106 Group, Ltd. and the City of ashland

EXPENDITURES REQUIRED: \$50,000

AMOUNT BUDGETED: \$25,000 - Wisconsin Coastal Management Grant
\$25,000 - budgeted match
\$50,000 - project total

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that 106 Group, Ltd. 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 applying for a Wisconsin Coastal Management Grant for funding assistance, and move forward to the Council for formal approval.

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

SUMMARY STATEMENT:

The City proposes to enter into a contract with 106 Group, Ltd. to provide professional services for the design and development of interpretive signage along the waterfront trail. This project will focus on creating engaging, historically and culturally relevant signage that highlights the area’s natural resources, industrial heritage, and community identity. The 106 Group will lead content development, design concepts, and coordination with stakeholders to ensure the signage aligns with project goals and funding requirements. Approval of this agreement will allow the project to move forward into the design phase.

In 2024, Council as Committee of the Whole approved to submit an application to the Wisconsin Coastal Management Association to assist with funding. Staff received notification that this grant was approved for \$25,000. Staff budgeted in 2025 for a \$25,000 match for the project.



PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is between 106 Group Ltd., a Minnesota subchapter-S corporation (“106 Group”), and City of Ashland, (“Client”). Client wants to engage 106 Group, and 106 Group wants to accept the engagement, to render professional services (“Services”) in connection with the Ashland Signage project.

The parties therefore agree as follows:

Section 1. Scope of Services

106 Group shall provide the Services defined in Exhibit A.

Section 2. Compensation and Payment Terms

- 1) For the above Services, Client shall compensate 106 Group on an hourly basis at the rates in Exhibit B, plus direct expenses, for an amount not to exceed \$50,000.00.
- 2) 106 Group may mark up subconsultant costs and will bill other direct, non-salary expenses at actual costs.
- 3) 106 Group will submit monthly invoices. Client shall pay invoices within 30 days of receipt of invoice.
- 4) 106 Group may withhold final deliverables if Client has past due invoices.
- 5) In the event of significant price increase of travel expenses occurring during the performance of work (the contract), the price of expense shall be equitably adjusted by request for a contract modification.
- 6) 106 Group may charge interest at 1.5 percent per month, or the maximum rate under the usury laws of the state in which Services are performed, whichever is lower, on invoices unpaid 45 days after the invoice date. Charges will be computed from the date of the invoice.
- 7) If Client disputes any portion of an invoice submitted by 106 Group, Client shall issue a detailed explanation for such dispute within the 30-day period. If no detailed explanation of the dispute is issued by Client within the 30-day period, the invoice shall be deemed accepted. Client and 106 Group shall work in good faith to resolve any dispute within 60 days of the invoice date.
- 8) The scope of Services defined in Exhibit A does not include sale/use tax, if applicable. Should any sale/use tax or other governmental taxes be imposed on any part under this agreement, the amount of such taxes will be invoiced to Client and will be outside of the Agreement total. Client will pay such amount unless Client provides 106 Group with a valid tax exemption certificate authorized by the appropriate taxing authority.

Section 3. Standard of Care

106 Group shall use reasonable efforts in providing Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. 106 Group makes no warranties or guarantees, either express or implied, with respect to the providing of its Services.

Section 4. Client Responsibilities

Client shall be responsible for the following:

- 1) Obtaining permission from public and private property owners for 106 Group to accomplish its onsite work.
- 2) Carefully reviewing all documents 106 Group submits in providing Services and immediately report any deficiencies or inaccuracies.

Section 5. Termination and Disputes

- 1) Either party may terminate this agreement by providing written notice to the other party. 106 Group will be paid for all Services performed to the notice date, including non-cancellable and non-refundable obligations, payments to others, and reasonable costs of termination.
- 2) In the event of a dispute, parties shall attempt to negotiate in good faith the resolution of the dispute.

Section 6. Controlling Law

The laws of the State of Minnesota govern all matters arising out of this agreement. Parties may bring a legal proceeding arising out of this agreement in the state or federal courts in Ramsey County, Minnesota. Each party submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

Section 7. Liability

- 1) 106 Group shall indemnify Client for losses caused by 106 Group's negligence in the performance of its Services. Client shall indemnify 106 Group for losses, including reasonable attorneys' fees, caused by the negligence of Client, its contractors, and others for whom the Client is liable. Neither 106 Group nor the Client shall indemnify the other party for losses caused by that party's own negligence.
- 2) Client shall be liable to 106 Group for all losses and expenses, including attorneys fees incurred in any steps needed to be taken as a result of Client violating this agreement, or against Client to enforce this agreement.
- 3) Parties shall not be liable for incidental or consequential damages. 106 Group's liability under this agreement is limited to correction of defective work.

Section 8. Ownership and Use of Information

- 1) 106 Group may use Client's name and the products of its Services in marketing efforts.

- 2) Parties shall not use information provided under this agreement for any purpose other than to perform the Services. Except as required by law, parties shall not disclose to third parties confidential or proprietary information provided by the other party without that party's permission. This confidentiality obligation shall continue indefinitely.
- 3) Documents prepared by 106 Group under this agreement are the property of both the Client and 106 Group and may be used by either in their reasonable discretion and consistent with their intended use, including by retaining, reproducing, and disseminating copies. When Services are complete, 106 Group shall provide to the Client all documents produced under this agreement. 106 Group shall maintain required records for three years after final payment.
- 4) 106 Group uses proprietary database systems that will not be provided to Client. Relevant data can be provided upon request.

Section 9. Additional Services

For additional services not included in Exhibit A, 106 Group will be compensated as mutually agreed upon by the parties, in addition to the maximum fee agreed to under this agreement. 106 Group shall not be responsible for completing additional services until an amendment is executed defining scope, cost, and schedule. Additional services may include the following:

- 1) Substantial revisions not included in Exhibit A, required by the Client.
- 2) Extra work due to denial or delay in property access.
- 3) Extra work due to action or inaction by Client, government agency, or third parties.
- 4) Extra work that cannot be reasonably anticipated prior to completion of preliminary cultural resources survey and identification, due to results including identification of human remains, identification of significantly greater number of properties/sites/artifacts than anticipated, etc.

Section 10. Non-Discrimination

In connection with the Services, 106 Group shall not discriminate against any employee or applicant for employment because of race, sex, sexual preference, color, religion, age, or national origin. 106 Group shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, sexual preference, color, religion, age, or national origin. Minnesota Statute 181.59 shall be considered part of this agreement. This provision shall be included in any subcontractor agreements related to the Services.

Section 11. Non-Solicitation

For the term of this agreement, and 12 months following the termination of the agreement or completion of any individual project, Client shall not solicit any prospective, current, or former clients, or 106 Group employees, for the purpose of offering Services or employment similar to 106 Group's.

Section 12. General Provisions

- 1) Entire Agreement – This agreement constitutes the entire agreement of the parties regarding the subject matter of this agreement.
- 2) Independent Contractor – The parties intend that 106 Group will be an independent contractor.
- 3) Amendment – This agreement may be amended only in writing signed by both parties.
- 4) Counterparts – This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together will constitute one and the same agreement.
- 5) Waiver – The failure of either party to exercise or enforce any terms of this agreement, or the waiver by either party of any breach, shall not be construed as waiving any terms in the future.
- 6) Force Majeure – Parties shall not be liable for failure to perform obligations if caused by circumstances beyond their reasonable control, other than a payment obligation, on condition that the nonperforming party uses reasonable efforts to limit damages and resume performance.
- 7) Effectiveness and Date – This agreement is effective when all parties have signed it. The date of this agreement is the latest date below a party’s signature. If a party signs this agreement but fails to date their signature, the date the other party receives the signing party’s signature will be deemed to be the date the signing party signed the agreement.

Each party is signing this agreement on the date stated below that party’s signature.

106 Group Ltd.

City of Ashland

By: _____

By: _____

Name: K. Anne Ketz

Name
(print): _____

Title: CEO

Title: _____

Date: _____

Date: _____

EXHIBITS FOLLOW

EXHIBIT A

Ashland Waterfront Interpretive Signage

Updated Work Plan

This updated work plan reflects an evolved project scope. With an interpretive foundation already in place, our work together centers on sign design rather than interpretive planning. As part of the design process, we will consult with internal City stakeholders. Engagement with external stakeholders, partners, or community members will no longer be part of the scope.

The revised scope of work shall include the following tasks:

Task 1: Startup & Discovery

(2 months)

Includes:

- Kickoff Meeting
- Research
- Site Visit

To begin our work together, our project team will plan and facilitate a virtual **kickoff meeting** with core members of your team. During the meeting, we will:

- Meet and begin building working relationships;
- Determine communication protocols and platforms;
- Share project background, context, and current status;
- Review, confirm, or adjust the work plan and project schedule; and
- Begin planning for the site visit.

Deliverable: Kickoff Meeting Notes

Following the kickoff meeting, we will collaborate with the City's project lead to continue site visit planning. Together we will determine:

- Goals for the site visit;
- Proposed sign locations and site conditions to assess;
- Scheduling and logistics; and
- Any City staff who will engage with the team on site.

During the Discovery phase, we will review background documentation to better understand your organization, audiences, parks and trails system, and interpretive goals.

The phase culminates in the **site visit**. We anticipate two 106 Group team members spending the equivalent of 1.5 days (12 hours) on site. Activities will include:

- A guided tour of the ARTS trail corridor and proposed sign locations to assess physical conditions, sight lines, visitor flow, and contextual factors that should inform sign placement and design;
- Planning time with the City’s core project team to review the existing foundations brief, prior community engagement summaries, and interpretive themes and finalize the interpretive foundations; and
- Coordination meetings with City staff as needed to clarify design parameters, branding standards, and project expectations.

This visit will gather the site-specific information needed to inform sign design and confirm the project’s interpretive and graphic direction.

Deliverable: Site Visit Report

After returning, we will submit notes documenting site observations, photo documentation of proposed sign locations, and any confirmed adjustments to the project approach. The City’s project lead will review the notes for accuracy before design work begins.

Task 2: Draft Design

(3 months)

During this phase, our team will:

- Develop draft interpretive text based on the background materials (foundations brief, previous community engagement summaries) provided by the City. Interpretive narratives will be developed in a manner that aligns with the primary interpretive themes outlined in the foundations brief.
- Develop draft graphic layouts of the 5-6 proposed signs. The City will provide 106 Group with applicable sign parameters to ensure graphic designs meet the branding and identity standards, including logos, typeface, and color palettes.

Deliverable: Draft Design (PDF only)

Client review:

Review period to be determined at startup based on the refined project schedule. We request you provide consolidated comments at the end of the review period.

Task 3: Final Design

(2 months)

In response to the feedback provided during the draft review period, during this phase, we will:

- Incorporate suggested edits/revisions.

- Make final revisions to interpretive text.
- Make final revisions to graphic design layouts and image selections.

Deliverables: Final Design (PDF only)

Client Review:

- Review period to be determined at startup based on the refined project schedule. We request the City provide consolidated comments at the end of the review period.

Task 4: Production-Ready Files

During this phase, our team will prepare all project files for future fabrication, conducting final quality assurance reviews. During this phase, we will:

- Ensure all image assets are properly secured and use rights documented.
- Make any final revisions to the wayside layouts, such as fixing typos, inaccurate information, etc.
- Prepare and deliver final production-ready files to the City for handoff to the fabricator of the City’s choosing.

Client Review:

- At this stage, edits are expected to be minor, focusing primarily on proofing the final drafts for typographical or design errors. Major redesigns or rewrites cannot be accommodated at this review stage without modification to the project timeline or budget.

Deliverables: Pre-Production Files (client review + final edits), Production-Ready Files (client review & approval)

Fabrication is the responsibility of the City. 106 Group will provide all files necessary for a third-party fabricator to produce the signs.

Proposed Schedule

This schedule can be adjusted as necessary during contracting or at the project kickoff meeting.

Task or Milestone	Time Frame	Notes
Contract Start	April 6, 2026	<i>Depends on contracting timeline</i>
Task 1: Startup & Discovery	April–June 2026	<i>Site visit anticipated in late May or early June</i>
Task 2: Draft Design	June–August 2026	

Task 3: Final Design	September–October 2026	
Task 4: Production-Ready Files	November - December 2026	
Contract End	December 31, 2026	<i>Grant period ends December 31, 2026</i>

Assumptions

Our proposal is based on the following assumptions. Changes to these assumptions might require adjustments to the proposed work plan, schedule, and/or estimated fee.

Documentation

The City’s project team will:

- Provide the completed foundations brief and any prior community engagement summaries that should inform sign content and interpretive direction.
- Share applicable branding and identity standards, including logos, typeface, and color palettes, prior to the start of Task 2.
- Share access to existing relevant plans that should inform the sign design process.

Site Visit

The site visit will include:

- Up to 16 hours on site plus travel time for two members of 106 Group’s team.
- Up to two (2) total planning meetings or workshops with internal City stakeholders.

To help execute the site visit, the City’s project team will:

- Work closely with 106 Group to develop an overall site visit strategy and logistics.
- Provide a guided tour of the ARTS corridor and proposed sign locations.
- Arrange on-site logistics for all scheduled activities.

Public Outreach & Engagement

- The City is responsible for:
 - Any marketing or outreach communication to inform community members about the project.
 - Presentations to the City Council or facilitation of public meetings related to the project.

Meetings & Communication

Our assumptions for project team meetings and communication include the following.

- One (1) 60-minute kickoff call at the start of the project

- Up to two (2) 60-minute virtual meetings prior to the site visit to plan and prepare
- Up to six (6) additional 60-minute virtual meetings or phone calls with designated member(s) of the City's core project team
- Email communication as needed to keep the work moving forward and the City informed about project status

EXHIBIT B



106 Group-2026

Hourly Rate Schedule

Category	Full Rate
Professional 8	\$211.00
Professional 7	\$204.00
Professional 6	\$172.00
Professional 5	\$151.00
Professional 4	\$137.00
Professional 3	\$114.00
Professional 2	\$93.00
Professional 1	\$72.00

SUBJECT: Lease Agreement between the City of Ashland and Ashland Youth Baseball for Recreation Use of the City's Parks (*Parks*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks Director

EXHIBITS: 1. Lease Agreement between the City of Ashland and Ashland Youth Baseball

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permits the Mayor and/or Clerk to schedule items directly for Council action. The Mayor and/or City Clerk 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 City of Ashland "will work to protect and strengthen our natural setting and resources; our small city character and our sense of community; our heritage; our arts, architectural roots, and recreational assets; and our economic prosperity."

SUMMARY STATEMENT:

The updated Memorandum of Understanding formalizes Ashland Youth Baseball's expanded role in managing both Little League and Babe Ruth programs. The agreement outlines responsibilities for program operations, facility use, and coordination with the City to ensure consistent, efficient delivery of youth baseball activities.

LEASE AGREEMENT
Between
The City of Ashland, Wisconsin
and
Ashland Youth Baseball

Understandings:

- a) Beaser Park, Central Railyard Park, and Hodgkin's Park are owned and maintained by the City of Ashland.
- b) Ashland Little League and Babe Ruth utilize various facilities within the Beaser Park and Central Railyard, including the Martinsen and Bebeau fields, storage building, and restroom building at Central Railyard for practice and games.
- c) By virtue of the City's ownership of all baseball fields listed in the agreement, the City has responsibility for the authorization and placement of improvements, maintenance of the park, coordination of public and organized use, and scheduling of parks and associated facilities.
- d) The Parties acknowledge that the City of Ashland hosts various events throughout the year within City parks. The Parties further acknowledge and agree that the base City of Ashland shall retain priority use of the ballpark fields and related property for events. During the designated event periods, including a reasonable time for event setup and teardown, Ashland Youth Baseball shall not conduct or schedule any field activities on the premises. The City of Ashland shall provide 48 hours' notice to the Ashland Youth Baseball Scheduler of events that may conflict with Ashland Youth Baseball during its season, April 1 through July 31 of each year.
- e) Ashland Parks and Recreation agrees to charge a league fee of \$100.00 per team for all baseball and softball organizations.

Purpose

This Lease Agreement ("Agreement") is entered into by and between the City of Ashland, Wisconsin ("City"), a municipal corporation, and Ashland Youth Baseball ("Lessee"), a Wisconsin non-profit.

The purpose of this Agreement is to lease Central Railyard Field, Beaser Fields, and Hodgkin's Men's Field (collectively, "the Premises") to the Lessee for the nominal fee of one dollar (\$1.00) per year for the purpose of maintaining, operating, and enhancing the facilities as community athletic fields, with a shared vision of supporting youth baseball and promoting multi-purpose field use for community recreation.

Description of Leased Premises

The properties subject to this Agreement include:

- a) Central Railyard Field, located within the Ashland Central Railyard recreation area; and
- b) Hodgkin's Men's Field, located within the Hodgkin's Park recreation area
- c) Martinsen and Bebeau ball fields located at Beaser Park

Term of Lease

This Agreement shall commence upon the date of final signature and remain in effect for a term of one (1) year, automatically renewing annually unless either party provides thirty (30) days' written notice of termination before the renewal date.

Lease Payment

The Lessee shall pay the City an annual lease fee of one dollar (\$1.00), due upon execution or renewal of this Agreement.

Maintenance and Operational Responsibilities

1. Central Railyard Field – Lessee Responsibilities

- a) Infield grading and infield maintenance.
- b) Mowing inside the Maintenance of the batting cage and onsite supervision of the batting cage when in use during league events
- c) Dugout, bleacher, and signage upkeep
- d) Scoreboard operation and repair
- e) Trash-pickup and site cleanliness
- f) Compliance with all applicable regulations.

1.1 Water Use and Seasonal Fee – Central Railyard Field

- a) The Lessee shall pay a fee of \$280.00 per month to the City for water use and utilities at Central Railyard Field and concessions from May 1 through July 31 (3 months).
- b) This fee covers irrigation and standard field water needs, gas and electric of concession, for the duration of the lease term.
- c) The fee shall be paid to the City by the end of the baseball season.

2. Hodgkin's Men's Field – Maintenance Responsibilities

Lessee Responsibilities:

- a) Daily field duties during their permitted use (e.g., field prep before games, trash pickup after games);
- b) Reporting any repair needs or safety hazards to the Parks & Recreation Department.

3. Beaser Park Fields- Maintenance Responsibilities

Lessee Responsibilities:

- a) Daily field duties during their permitted use (e.g., field prep before games, trash pickup after games);
- b) Reporting any repair needs or safety hazards to the Parks & Recreation Department.

City Responsibilities:

The City, through the Parks & Recreation Department, shall continue providing regular maintenance and general upkeep of Central Railyard Field, including:

- a) Routine mowing and field turf care.
- b) Facility repairs and structural maintenance.
- c) Seasonal preparation and winterization as applicable.
- d) Trash Collection

City Responsibilities:

The City, through the Parks & Recreation Department, shall continue providing regular maintenance and general upkeep of Hodgkin’s Men’s Field, including:

- a) Routine mowing and field turf care.
- b) Facility repairs and structural maintenance.
- c) Seasonal preparation and winterization as applicable.
- d) Trash Collection

City Responsibilities:

The City, through the Parks & Recreation Department, shall continue providing regular maintenance and general upkeep of Beaser Fields, including:

- a) Routine mowing and field turf care;
- b) Facility repairs and structural maintenance;
- c) Seasonal preparation and winterization as applicable.
- d) Trash Collection

Use of Premises

The Lessee shall use the premises exclusively for community recreation, athletic events, and youth sports programming. The Lessee shall not sublease, assign, or otherwise transfer its interest in the premises without prior written consent from the City.

League Management – Ashland Youth Baseball

Ashland Youth Baseball shall manage all aspects of Babe Ruth and Little League programming on the leased fields, including league registrations, collection of fees, and day-to-day operations related to these leagues. All field scheduling shall continue to be coordinated with the Ashland Youth Baseball scheduler and the City of Ashland Parks & Recreation Department to ensure equitable use of the facilities and avoid conflicts with other community events and programs.

Insurance

Insurance, annually before the beginning of the baseball season, Ashland Youth Baseball shall provide the City with proof of General Liability insurance.

Termination

Either party may terminate this Agreement for any reason by providing thirty (30) days’ written notice. Upon termination, the Lessee shall vacate the premises and remove any personal property unless otherwise agreed in writing.

Entire Agreement

This Agreement represents the full understanding between the parties and supersedes all prior

negotiations or understandings, whether written or oral, regarding Central Railyard Field, Beaser, and Hodgkin's Men's Field.

Renewal and Review

The Parks & Recreation Director shall schedule an annual meeting with the Lessee before expiration to review site conditions and determine renewal.

SIGNATURES

City of Ashland, Wisconsin

Mayor: _____

Date: _____

Parks & Recreation Director: _____

Date: _____

City Clerk: _____

Date: _____

Ashland Youth Baseball

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SUBJECT: Amendment to a Professional Services Contract with Northwoods Vac & Cleaning Supplies LLC for Cleaning Services for City of Ashland Facilities (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Library Director

EXHIBITS: 1. Professional Janitorial Services Agreement

EXPENDITURES REQUIRED: \$40,070.68- Facilities Maintenance
\$ 8,417.56- Fund 680 Water Utility
\$ 8,417.56- Fund 690 Wastewater Utility
\$33,800.00- Vaughn Library
\$90,705.80 Total

AMOUNT BUDGETED: \$47,500.00- Facilities Maintenance
\$ 8,417.56- Fund 680 Water Utility
\$ 8,417.56- Fund 690 Wastewater Utility
\$33,800.00- Vaughn Library
\$98,135.12 Total

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has determined that Northwoods Vac & Cleaning Supplies, LLC is not in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances, and approval of awarding a contract will be contingent upon becoming in compliance.

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: N/A

SUMMARY STATEMENT:

At the December 10, 2024 meeting, the Council approved entering into an agreement with Northwoods Vac and Cleaning Supplies LLC (Northwoods) for cleaning services at City facilities, including City Hall, Bretting Community Center, Vaughn Public Library, Police Station, Public Works Department, and Wastewater Treatment Plant. The contracted services were selected as the preferred method following the retirement of a long time custodial staff member.

The agreement with Northwoods was made following competitive solicitation of cleaning services. The work has generally been completed satisfactorily over the past 16 months. Cleaning at the Police Department continues to be completed by a limited term employee.

The 2024 request for proposals included cleaning services at the temporary (Beaser Avenue) location of Vaughn Public Library (VPL). With the VPL recently returning to the renovated Main Street West, staff solicited a quote from Northwoods for cleaning services at the Main Street West location, Monday through Friday. Northwoods provided a quote that is satisfactory to the Library Director and staff is requesting Council approval of a contract amendment that eliminates cleaning at the temporary location of the VPL and incorporates cleaning at the Main Street West location.

Public Works recommends approval of the amended contract with Northwoods Vac and Cleaning Supplies, LLC.

City of Ashland

PROFESSIONAL JANITORIAL SERVICES CONTRACT

THIS PROFESSIONAL JANITORIAL SERVICES CONTRACT (“Contract”) is made and entered into on 4/22/2026 by and between the **CITY OF ASHLAND** (“City”), located at 601 Main Street W, Ashland, Wisconsin, and **NORTHWOODS VAC AND CLEANING SUPPLIES, LLC** (“Contractor”), having a principal business address located at 1900 Ellis Ave, Ashland, WI 54806.

I. DEFINITIONS

The following words, terms and phrases, when used in this Contract, shall have the following meanings, except when it is clear from the context that another meaning is intended:

Contract – means this written Contract between the City and Contractor covering the Services to be performed, pursuant to Contract Documents that are attached hereto or incorporated herein by reference.

Contract Documents – shall consist of any plans, specifications and/or scope of work required in the provision of Services; the RFP including the specified Scope of Work as modified by the City prior to execution of the Contract, Contractor’s response to the RFP; City Summary Sheet; Notice to Proceed (if applicable); Certificates of Insurance; Janitorial Service Bond; and all amendments issued on or after the effective date of this Contract.

Parties – the City and Contractor shall collectively be referred to as the “Parties,” and each may individually be referred to as a “Party.”

Project Manager – one or more designated representative(s) of the City and with the Authority to render decisions necessary to expedite the completion of Services and to render decisions regarding the level of quality of Services. The Project Manager will provide direct interface with the Contractor, relating to the City’s responsibilities and Contractor’s obligations hereunder.

Services or Work – means the act of providing all labor, supervision, materials, equipment, services, tools machinery, and expertise necessary in the provision of Services at Worksites, including those reasonably inferable from the Contract Documents necessary to complete Services by the Contractor under this Contract.

Subcontractor – a party, person or entity retained by the Contractor to provide labor, materials, equipment, Services or supplies, necessary to complete a specific portion of Services. Subcontractor shall include all sub-Subcontractors, retained directly or indirectly by Contractor.

Term of Agreement – means the period of time not to exceed one (1) year from the effective date of this agreement, unless terminated earlier by the City pursuant to Section III below.

Work Schedule – shall constitute the time period upon which Contractor is to complete Services in accordance with the terms, conditions or specifications contained in the Contract and the Contract Documents, unless terminated earlier by the City. Contractor’s failure to adhere to the time specified as part of the Work Schedule will be cause for terminating this Contract by the City.

Worksites – the locations designated by the Project Manager, where Services are to be rendered by Contractor or its Subcontractor under this Contract, in accordance with the terms, conditions and specifications contained in the Contract Documents.

II. INTENT OF CONTRACT

Execution of this Contract is a representation that the Contractor has carefully examined the Contract Documents and the Worksites, and represents that the Contractor is thoroughly familiar with the nature of the Services and the Worksite, the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Contractor or its performance. Claims for additional time or additional compensation as a result of the Contractor’s failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of Services by the Contractor. Performance by Contractor shall be required to the extent it is consistent with the Contract Documents and reasonably inferable from them, as being necessary to produce the intended results.

III. TERM OF CONTRACT

The Contract term shall commence on **Wednesday April 22, 2026**, upon approval by the Ashland City Council and execution of the Contract by designated City representatives. The Initial Term of the Contract shall be for one (1) year.

The Parties agree to enter into negotiations at least three (3) months prior to the end of the Contract term and make a good faith effort to develop a new.

Contractor agrees that the Work shall be pursued per the schedule required in the Scope of Work and the agreed Work Schedule. Failure to deliver service per the schedule required shall be regarded as a material breach of this Contract.

Contractor shall be required to show just cause for delays or for additional time requests. Any requests by Contractor for additional time, beyond the agreed Work Schedule, shall be in writing. The City may, in its discretion, approve additional time requests. If the City denies an additional time request, the Contractor is obligated to complete the Services per the agreed Work schedule. Any approval or denial of an additional time request shall be in writing. The Contractor’s failure to comply with this paragraph shall be sufficient grounds for the City to find the Contractor in substantial default and certify that sufficient cause exists to terminate the

Contract or to withhold payment to the Contractor until an updated Work Schedule, acceptable to the City, is obtained.

IV. TERMINATION OF CONTRACT

The City may terminate the Contract immediately for cause upon notice, in writing, to the Contractor, or for convenience no less than thirty (30) days prior to the date of intended termination. If terminated for convenience, the Contractor shall be entitled to payment for all Services rendered under the ensuing agreement to the time of receipt of said notice. If terminated for cause, the Contractor shall not be entitled to any partial payment nor shall Contractor be relieved of liability to the City for any damages sustained by the City, and the City may withhold payment against such damages until such time as the exact amount of damages due to the City is determined.

V. CITY HOLIDAYS

Contractor shall not be responsible to clean any City buildings that are closed in observance of City holidays. The City is closed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

VI. CLEANING SUPPLIES AND EQUIPMENT

The Contractor shall provide all cleaning supplies used in the completion of Services.

The City will provide the equipment listed below for Contractor's use. All other equipment needs are to be met by the Contractor:

- a. Floor scrubber for BBC Gymnasium floor

The City will provide storage space for the Contractor's cleaning equipment and supplies that are to be used in the cleaning of the building only.

VII. CONTRACTOR'S COMPENSATION

Contractor shall be paid for Services completed by Contractor at City facilities to the satisfaction of the City. The amount of compensation shall be consistent with the Contractor's proposed cleaning fees, as agreed upon by the City.

Any requests by the Contractor for additional compensation, beyond the agreed amount, shall be in writing. The City may, at its discretion, approve additional compensation requests. If the City denies an additional compensation request, the amount of compensation owed to Contractor shall remain consistent with the Contractor's proposed cleaning fees, as agreed upon by the City. Any approval or denial for an additional compensation request shall be in writing.

Contractor shall not withhold payments to Subcontractors if such payments have been made to the Contractor.

VIII. SERVICE FEES

The City shall pay the fees associated with the performance of required services on a monthly basis upon submittal of an invoice by the Contractor to the City. Payment shall be made within thirty (30) days from the invoice date.

IX. CONTRACTOR'S SCOPE OF WORK

Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all Services provided by Contractor, including that of its Subcontractors, shall be in accordance with the Scope of Work.

Contractor shall be responsible for any deficient Work, as identified by the City's Project Manager, and shall correct or replace such deficient Work without cost to the City. The Contractor shall also be responsible for all damages resulting from any errors and/or omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

Contractor shall supervise and direct the Work, using the highest quality established by industry standards.

Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and any employees and other persons performing portions of the Work on behalf of the Contractor.

Contractor shall employ sufficient, competent personnel who shall present at the Worksite during the performance of Services.

Contractor shall develop and maintain a program to assure quality control of the Services. Contractor shall supervise the Work of its employees and Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Scope of Work and shall continue to exert its influence and control over each employees and /or Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The City's Project Manager or his/her designee shall be the final judge of performance and acceptability.

Contractor shall not unreasonably encumber the Worksite with personnel, materials or equipment. Contractor shall keep the Worksite premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work.

X. STATUS AS INDEPENDENT CONTRACTOR

During all material times while performing the Services under this Contract, Contractor is an “Independent Contractor” and is not an agent or employee of the City. Contractor shall be responsible for any injury or harm to persons or property while performing Services under this Contract. The Contractor agrees to be responsible for, to protect, to save harmless and indemnify the City, and its elected officials and employees from and against all loss, damage, cost, and expense (including attorney fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this agreement.

XI. CITY’S RESPONSIBILITY

The City designates Jason Tikka as Project Manager.

The City shall provide Contractor with access to Worksites, with reasonable promptness to avoid delay in the orderly progress of the Work.

If the City becomes aware of any fault or defect in the Services, the City shall give prompt written notice thereof to the Contractor.

If the Contractor fails to correct Work which is not in accordance with the requirements of the Scope of Work, or persistently fails to carry out Work in accordance with the requirements of the Contract Documents, Wisconsin Building Code, and State of Wisconsin, Ashland County and City codes, rules and regulations, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

XII. SUBCONTRACTORS

By an appropriate written agreement, the Contractor shall require that each Subcontractor, to the extent of the Work to be performed by the Subcontractor, be bound to the Contractor by the terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities of the Contract.

In the event that the Contractor employs other subcontractors as part of the Work covered by this proposal, it shall be the Contractor’s responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified herein.

XIII. CHANGES IN THE WORK

The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions or other revisions, except for the Contractor’s compensation amount. In the event the City orders changes in the Work, the Parties agree to negotiate any change in Contractor’s compensation necessitated by the change in Work. Any changes in Work or Contractor’s compensation shall be in writing.

XIV. INSURANCE

Prior to execution of this proposal, the Contractor shall file with the City of Ashland a certificate of insurance signed by the insurer's representative as well as endorsements evidencing the coverage required by this proposal.

The selected Contractor and all its subcontractors shall indemnify and hold harmless the City, its officer, agents and employees from and against all losses, costs of damages caused by their acts or those of their agents. The City disclaims any and all responsibility for injury to contractors, their agents or to others while examining the job site or at any other time.

Insurance Requirements – Unless otherwise specified in this Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below. Types of coverage and their obligations shall apply to all subcontractors hired to perform any service under this proposal. Insurance coverage shall be in place prior to commencing work and shall remain in force for the length of time that is specified in the contract. All insurance policies shall be issued by insurance companies licensed to do business in the jurisdiction where the Services of this proposal are being performed.

Worker's Compensation and Employer's Liability Insurance – The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory covers for Work related injuries and employer's liability insurance with limits of \$100,000 for each accident by bodily injury and \$100,000 policy limit for bodily injury by disease.

Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

1. General Liability - \$1,000,000 per occurrence, \$2,000,000 general aggregate if applicable. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately per location.
2. Automobile Liability - \$500,000 or bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Contract

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

XV. CONFIDENTIALITY CLAUSE

Contractor understands that its employees or agents may come into contact with sensitive and/or confidential information while providing cleaning Services under this Contract. By entering into this Contract, Contractor agrees not to disclose any information that its employees or agents may come into contact with or are privy to as a result of providing cleaning Services under this Contract. Any breach in confidentiality by the Contractor effectively terminates this Contract and obligates the Contractor to return any funds paid to the Contractor after the breach of confidentiality occurs.

Contractor is required to provide the City with a list of employees/agents who will be engaged in providing the Services described in the Contract Documents. The City shall have the right to conduct background checks on the list of employees/agents and reserves the right to deny access to City facilities to any Contractor employee/agent for the purpose of providing Services under this Contract. Any Contractor employee/agent who is assigned to the Police Station shall be subject to specific background/security requirements of that facility. The Contractor shall not permit access to the Police Station for any persons not specifically authorized by the Ashland Police Department.

SUMMARY OF FEES FOR JANITORIAL SERVICES

Weekly rate:

City Hall	\$	306.00		
DPW	\$	144.50	- Winter	\$ 196.35 - Summer
WWTP	\$	110.50	- Winter	\$ 145.35 - Summer
BCC	\$	510.00		
VPL	\$	\$650.00		

Total Annual Rate \$ 90,705.8

For DPW and WWTP, "Winter" is defined as 38 weeks and "Summer" is defined as 14 weeks.

The above fees shall be compensation for all Services provided pursuant to this agreement. The cost for the project deliverables shall be included as part of the costs above. All costs incurred by the Contractor and all sub-contractors are included herein.

THIS CONTRACT contains all the promises and agreements between the aforementioned parties.

Dated this 22nd day of April , 2026

CITY OF ASHLAND

NORTHWOODS VAC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Ref: 2026-070

COUNCIL AGENDA:
13.A. (4/21/2026)

SUBJECT: Accept Bid from Struck & Irwin Paving, Inc and Award a Contract for the 2026 Main Street West Microsurfacing Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. 2026 Main St. Microsurfacing Bid Tabulation

EXPENDITURES REQUIRED: \$45,491.00 Construction Total
\$ 4,549.10 Construction Contingency (10%)
\$50,040.10 Project Total

AMOUNT BUDGETED: \$60,000.00 Fund 100 2025 Operating Budget

APPROPRIATION REQUIRED: N/A

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

COMPLIANCE WITH CHAPTER 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permits the Mayor and/or Clerk to schedule items directly for Council action: (6) City projects previously approved in the annual City Budget.

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

SUMMARY STATEMENT:

Microsurfacing is a construction technique intended to extend the useful life of asphalt pavement, similar techniques are collectively referred to as "pavement preservation". The Public Works Department recommends embracing the use of pavement preservation techniques in the City, as the difficulties associated with constructing roadways in clay soil and the limited availability of funds, provide for a good return on investment in terms of maintaining satisfactory roadway conditions throughout the City.

Microsurfacing is a new preservation technique for the City and consists of the application of a mixture of liquid asphalt, angular crushed stone and chemical additives that facilitate fast curing of the pavement, allowing microsurfacing to be used on roads with high traffic volumes. The 2026 Public Works Roadway Maintenance budget included funds to specifically apply pavement preservation to Main St W from Ellis to 9th Street West. Microsurfacing was selected based on the condition of Main St W and will prolong the useful life of the street surface. Main St W is displaying signs of asphalt deterioration but analysis indicates they can be addressed through microsurfacing.

Niles Fetter, Civil Engineer-Streets developed specifications for the project, which allow the contractor to close Main Street West for a day to complete the work. The City has communicated this to Main Street businesses via the Main St board and will provide further notifications when the work is scheduled.

Bids for the project were opened on April 15, 2026. Two bids were received, one from Fahrner Asphalt Sealers, LLC and one from Struck & Irwin Paving, Inc. Both contractors have successfully completed microsurfacing projects in Wisconsin.

The lowest responsible bidder was Struck & Irwin Paving, Inc. The Public Works Department recommends awarding a contract to Struck & Irwin Paving, Inc.

2026 Main St. Microsurfacing (#10131968)
 Owner: Ashland WI, City of
 Solicitor: Ashland WI, City of
 04/15/2026 10:00 AM CDT

Item Description	Engineer Estimate				Struck & Irwin Paving, Inc.		Fahrner Asphalt Sealers, LLC	
	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Erosion Control (Inlet Protection Type C)	Ea	14	\$120.00	\$1,680.00	\$1.00	\$14.00	\$100.00	\$1,400.00
Traffic Control	LS	1	\$8,000.00	\$8,000.00	\$1,395.00	\$1,395.00	\$2,000.00	\$2,000.00
Microsurfacing (Main St. - Ellis Ave. to 9th Ave. W)	SY	13950	\$5.25	\$73,237.50	\$3.16	\$44,082.00	\$3.16	\$44,082.00
Base Bid Total:				\$82,917.50		\$45,491.00		\$47,482.00