



Take notice that the City of Ashland Committee of the Whole will meet immediately following the adjournment of the City Council Meeting 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, May 12, 2026 Ashland Committee of the Whole Meeting Agenda

1. **Roll Call**
2. **Approval of Agenda**
3. **Council President's Report**
4. **Items for Discussion and Possible Action**
 - A. **Contract with Hydro Corp for Cross Connection Services (*Public Works/Utility*)**
 - B. **Anticipated Special Assessments for 2026 Construction Projects (*Public Works*)**
 - C. **Remove Chapter 35 (1467) Economic Development - Revolving Loan Fund Advisory Board from Ashland City Ordinances (*Clerk*)**
 - D. **Review of City Issued Licenses and Permits Prior to Renewal and Formal Approval (*Clerk*)**
5. **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 number).

SUBJECT: Contract with Hydro Corp for Cross Connection Services (*Public Works/Utility*)

RECOMMENDATION: Discussion and Possible Action

DEPARTMENT OF ORIGIN: Public Works and Water Utility

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS: 1. Statement of Work and Agreement for Cross-Connection Control Program

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: Maintenance and Compliance of Drinking Water facilities

SUMMARY STATEMENT:

Since 2013, HyrdoCorp has been contracted to complete inspection of commercial, industrial, multifamily and public authority users that are serviced by the public water supply for cross-connections compliance. The City's Water Utility staff conducts inspections of private residents.

HydroCorp will perform annual inspections of up to 131 non-residential water services within the City serviced by the public water supply for cross-connections. The inspections will be conducted in accordance with the Wisconsin Department of Natural Resources (WI DNR) Water Bureau Cross Connection Control regulations. The utility is required to report annually to the WI DNR with regard to completed cross connection inspections. HydroCorp will submit the required comprehensive management reports on a quarterly basis and prepare the WI DNR Water Bureau Annual Cross Connection Control Program Activity Report assuring the Ashland Water Utility stays in compliance with WI DNR regulation 810.15.

A cross-connection is any temporary or permanent connection between a public water system or consumer's potable (i.e., drinking) water system and any source or system containing non-potable water or other substances. An example is the piping between a public water system or consumer's potable water system, and an auxiliary water system, cooling system, or irrigation system. Backflow into the public water system can pollute or contaminate the water in that system (i.e., backflow into a public water system can make the water in that system unusable or unsafe to drink), and each water supplier has responsibility to provide water that is usable and safe to drink under all foreseeable circumstances. For these reasons, each water supplier must take reasonable precautions to protect its public water system against backflow.

The proposed agreement is for \$43,036.12 over two years or \$21,518.06 per year. The 2026 Water Utility budget includes \$23,000 for cross connection control services.

Water Utility staff conducted a thorough evaluation of alternatives, including performing the inspections in-house and alternative contractors, and recommends approval to proceed with a contract with HydroCorp.

Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City of Ashland, WI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Ashland, WI with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Ashland, WI and HydroCorp, you may expect completion of the following elements within a 24 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Ashland, WI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 262.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$164.26. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$1,758.01	\$21,096.24
Year 2	\$1,828.32	\$21,939.88
Contract Total		\$43,036.12

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 4/1/2026.

City of Ashland, WI

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

SUBJECT: Anticipated Special Assessments for 2026 Construction Projects (*Public Works*)

RECOMMENDATION: Discussion only

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Mayor

EXHIBITS: 1. City of Ashland Sidewalk Special Assessment Policy

COMPLIANCE WITH STRATEGIC PLAN: Infrastructure

SUMMARY STATEMENT:

At the February 10, 2026 Committee of the Whole Meeting and the February 24, 2026 Council meeting, the Council discussed proposed special assessments for the 13th Avenue East Reconstruction (US2- 6th Street East) and Prentice Avenue Phase 2 (US2-6th Street East) projects.

Staff became aware of some issues associated with Housing Urban Development (HUD) Community Development Block Grant (CDGB) funding being used for the 13th Avenue East project and would like to update the Council before the proposed special assessments are brought to Council.

Plans associated with the Prentice Avenue Phase 2 (US2-6th Street East) project remain unchanged, but staff can answer any questions on that project as well.

CITY OF ASHLAND, WISCONSIN SIDEWALK SPECIAL ASSESSMENT POLICY

(Dated: July 25, 2023)

(Referenced by Ordinance No. 530; Adopted May 9, 2006; March 24, 2006)

1.0 PURPOSE

The purpose of this Policy is to assure fair and equitable cost recovery for pedestrian infrastructure improvements and to set forth a methodology determining the amount of the assessment for the improvements and circumstances on a reasonable basis. It is the policy of the City of Ashland that all properties specially benefiting from sidewalk improvements pay a portion of their fair share of the cost of such improvements.

The policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if the assessments derived by imposition of the policies create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 SPECIAL ASSESSMENT PROCEDURES

The Wisconsin Statutes prescribe the general procedures which cities must follow to specially assess property for local improvements. Typical public improvement projects for which Property Assessments are levied include sidewalks and related pedestrian infrastructure elements. Pertinent statute sections include §66.0703 and §66.0907. In accordance with §66.0907, municipalities may impose assessments for the costs of laying, removing, replacing, repairing, and maintaining sidewalks. Charges for sidewalk work are levied under police powers and do not require a showing of benefit to properties charged (*Lisbon Ave. v. Town of Lake*, 134 Wis. 470, 475, 113 N.W. 1099 (1908)).

The City of Ashland adopts, makes a part of this policy by reference, and incorporates the procedures for levying Property Assessments as contained in Wisconsin Statutes §66.0907. Whenever the provisions of this policy are contrary to those contained in §66.0703, §66.0907, or other applicable provisions of the Wisconsin Statutes or administrative regulations, the Wisconsin Statutes or administrative regulations shall control.

All Property Assessments levied in the City of Ashland shall be grounded in the exercise of police powers for the health, safety and welfare of the public.

It is hereby determined that all properties lying within the incorporated boundaries of the City of Ashland receive similar benefit for similar categories of improvements and therefore the rates established for the levy of special assessment shall be applied on a uniform basis throughout the City, for the benefits received, regardless of the location of the improvements and the method of financing. In no case shall the total Property Assessments exceed the total cost of all improvements constructed as part of the annual Capital Improvement Program (CIP).

3.0 ASSESSMENT BASIS

Property Assessments are to be computed and based on a per linear foot of frontage basis (i.e., *front footage* basis), except in the case of residential corner lots.

The front footage of corner lots shall be determined by the side of the lot bearing the street address and front entrance of the home. All corner lots shall receive a 140 ft. *flankage credit* for sideyard sidewalk. The assessment for corner lots shall be limited to the front footage plus any remaining side footage after deducting flankage credit. All residential corner lots receive this 140 ft. flankage credit.

The following examples help to illustrate how corner lots are assessed:

- a) If a large 140' (front) by 150' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 150 ft. total (140' of frontage plus 150' side yard minus the flankage credit of 140') = 150 ft. total).
- b) If a smaller 100' (front) by 140' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 100 ft. total (100' of frontage plus 140' side yard minus the flankage credit of 140') = 100 ft. total). Likewise for a 50' or 75' wide lot.

If a corner lot did not have sidewalk on its frontage OR its frontage sidewalk is all in excellent shape, and the project calls for new sidewalk installation on its flanking side only; then the property would be assessed for only that portion of the flanking side that exceeds the 140 ft. flanking credit. For example,

- c) If a large 100' (front) by 150' (deep) corner lot is to receive a new side yard sidewalk (flanking side) only; then the special assessment would be for 10 feet (150' deep flanking side minus 140' flankage credit).

The flankage credit is determined to be 140 feet based on the fact that the typical Ashland lot is 140 ft. deep. The flanking side of a lot is not intended to be special assessed until the amount of sidewalk installed or replaced on the flank within any 20 year period exceeds 140 lineal feet.

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

Recognizing that it is the policy of the City of Ashland to levy Property Assessments to recover approximately 50% of the cost of constructing sidewalk improvements. The City Council establishes the locations and priorities for sidewalk improvement projects as described in Ordinance 530, *Ordinance to Adopt a Sidewalk Construction, Maintenance, and Use Policy for the City of Ashland.*

The City Council establishes the assessment rates for sidewalk improvements. Annually the Director of Public Works/City Engineer will recommend adjustments in the special assessment rates based on construction costs experienced the previous construction season. This rate will be published in the Comprehensive Fee Schedule, adopted annually by City Council.

All construction shall be in accordance with standards as published in the most recent version of the *City of Ashland Standard Specifications for Sidewalk Construction*, unless otherwise approved in writing from the Director of Public Works/City Engineer.

Assessable project elements and costs to be included in the special assessment computations are described herein:

- a) Sidewalk Removal, Saw Cutting, and other associated demolition costs: Costs for removal, saw cutting, and other associated demolition costs of existing sidewalks is to be included with construction costs.
- b) Grading and Gravel Base: The grading and construction of a gravel base for sidewalk construction will be included with construction costs.
- c) Curb, Gutter, and Pedestrian Handicap Ramps: The construction or replacement of concrete curb and gutter associated with installation of pedestrian ramps and/or adjacent sidewalks will be included in cost computations, and shall be allocated evenly as part of general sidewalk improvement construction costs. This shall include the installation of color-contrasted truncated dome devices for visually impaired pedestrians.
- d) Sidewalk Construction Costs: New sidewalk construction, or complete replacement of existing sidewalk, is to be included in the costs for construction.
- e) Replacement Sidewalk and Repairs to Existing Sidewalk: Spot repairs of existing sidewalk, including grinding, milling, mud-jacking, or individual panel replacement is to be included in the costs for construction.
- f) Tie-in Sidewalks and Driveway Aprons: Sidewalks and driveway aprons that tie-in and connect to the public walkways (carriage and entrance walks) shall be included with construction costs and allocated to the property served by sidewalk and/or driveway apron. General improvements elected by the property owner are not included in the general project costs; and while encouraged by the City, all such improvements and related expenditures shall be independently borne by the property owner.
- g) Boulevard (Terrace) Restoration: For the purpose of this paragraph the word boulevard (terrace) means that area between the back of the curb and the sidewalk, or, in the absence of a sidewalk, the property line.

Boulevard (terrace) restoration, seeding or sodding will be included in the cost calculations. No assessments will be made for replacement of turf located outside the street right-of-way that is required to be replaced to facilitate the matching of the existing yard to the new street construction.

- h) Retaining Walls: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall will therefore be split, with 50% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 50% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of Property Assessments.

- a) Property Assessments shall be for approximately 50% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.
- b) Property Assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.
- c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.
- d) Assessments shall be due in full upon sale or transfer of the property.
- e) The payment of special assessments may be deferred in case of hardship in accordance with the City's Hardship Policy for the Levy of Assessments.

6.0 MISCELLANEOUS PROVISIONS

It is the intention of this section of the policy to clarify special circumstances, which may arise in establishing the benefit to lots as a result of public improvements completed by the City of Ashland.

- a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.
- b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.
- c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.
- d) The City of Ashland's utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).
- e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to Property Assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.

- f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.

SUBJECT: Remove Chapter 35 (1467) Economic Development - Revolving Loan Fund
Advisory Board from Ashland City Ordinances (*Clerk*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Clerk

CLEARANCES: Planning Director

EXHIBITS: 1. DRAFT Proposed Ordinance No. 2026-2036

COMPLIANCE WITH STRATEGIC PLAN:

SUMMARY STATEMENT:

The City of Ashland is no longer offering revolving loans for property owners, and the advisory board structured for this purpose is no longer in use or is needed. As this is not an activity that the City will be resuming at any time, it is recommended to remove Chapter 35 (1467) for housekeeping purposes.

Sequential Ordinance No. 2026-2036

ORDINANCE TO REPEAL CHAPTER 35 (1467) ECONOMIC DEVELOPMENT – REVOLVING LOAN FUND ADVISORY BOARD, ASHLAND CITY ORDINANCES

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

SECTION I

Chapter 35 (1467) *is hereby repealed in its entirety.*

SECTION II

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED:
PUBLISHED:

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Review of City Issued Licenses and Permits Prior to Renewal and Formal Approval (*Clerk*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

- EXHIBITS:**
1. 2026-2027 Alcohol Beverage Applicants
 2. 2026-2027 Miscellaneous License Applicants

COMPLIANCE WITH STRATEGIC PLAN:

SUMMARY STATEMENT:

The City Clerk's office issues licenses and permits annually for retail alcohol beverage sales, mobile home parks, recycling and salvage operations, arcade and mechanical games, and tobacco sales. Before asking Council for approval, the applications are reviewed by the Treasurer for compliance with Chapter 923.10, premises are inspected by the Fire Department or building inspector, and background checks are completed by the Police Department if necessary. Alcohol licenses are also noticed in the newspaper according to [WI Statute 125.04\(3\)\(g\)](#), set to run during the last week of May.

The attached is a list of applicants who submitted the proper and required paperwork to be considered for a license. All licenses are contingent upon passing inspections and review. Before submitting the final listing of applicants, the Clerk's office is asking for Council's review and approval to move forward.

The following applicants have applied to the City of Ashland for an alcohol beverage license.

BUSINESS/TRADE NAME	BUSINESS/TRADE NAME	BUSINESS ADDRESS	AGENT
Class B Fermented Malt Beverage/Class B Intoxicating Liquor			
Ashland Baking Company	Black Cat Coffeehouse	211 Chapple Ave.	HONORE KASZUBA
Bay Area Civic Center (BACC)	Bay Area Civic Center (BACC)	320 4th Ave. W.	MARTEN VANBERGEN
Bay City Cultural Center	Bohemian Hall	319 11th Ave. E.	NANCY SZTYNDOR
Besuga Taverns, Inc	Harbor Bar	1222 Lake Shore Drive East	BRENDA LEMIEUX
E Triple J, Inc	Neighborly Bar	1301 W. Main St.	EUGENE RONNING
Edison Hospitality Group Inc	The Landing	101 W. Lake Shore Drive	NATALIE SKINNES
Edison Hospitality Group Inc	The Local Bar & Grille	3000 Golf Course Road	NATALIE SKINNES
FAB LLC	Main Street Eatery	315 Main St. E	ALANNAH BELANGER
Hugo's Inc	Hugo's Pizza	221 Sanborn Avenue	JENNIFER LEDIN
J & P King Family Enterprises, Inc.	Mugs Bar	515 Main Street East	JACQUELYN KING
JCDOC LLC	The Safari	423 Main Street East	JEFFREY CASTLE
New China Restaurant, Inc.	New China Restaurant	300 W. Lake Shore Drive	TONY ENG
Office Bar LLC	Office Bar	407 Main St. W.	DOROTHY MONROE
Rhinelanders Café and Pub Inc.	The Breakwater	1808 Hwy 2 E.	REBECCA DAY
Rhythm and Rye LLC	Rhythm + Rye	705 Main St. W	NICOLE LARSON
Samdesiel LLC	The Badger Den	301 Main St E	PATRICK HUNT
Scott & Ar's, LLC	Scott & Ar's	612-614 Main St. W.	ARLENE MALACH
Scribner, Todd Michael	Oredocker Saloon	1104 Lake Shore Drive East	TODD SCRIBNER
Second Street LLC	Second Street Bistro	201 Main St. E.	JERE SCHROEDER
Solstice Outdoors LLC	Sandbar	2521 Lake Shore Drive West	KATHLEEN GELLATLY
Taqueria La Monarcha LLC	Taqueria La Monarcha	311 Main St East	GRETA BLANCARTE
Tarasco	El Tarasco Mexican Restaurant	2320 Lake Shore Drive West	JOSE ALVAREZ
The Deepwater LLC	Wilmarth's Deep Water Grille	808 West Main Street	MARK L GUTTETER
The Pizza Pub	The Pizza Pub	1402 East Lake Shore Drive	SHAWN E THAYER
The Union on Main, LLC	The Union	100 Main St West	JEANNE ASPENSON
Zenith Asset Company LLC	Americlnn	3009 N. Lake Shore Drive East	TODD CHINGO
Class A Fermented Malt Beverage/Class A Intoxicating Liquor			
Chequamegon Food Cooperative	Chequamegon Food Cooperative	700 Main Street West	KIERSTEN GALAZEN
Jay Ma Ambaji, Inc.	Star Liquor	821 Main Street West	NICKY PATEL
Super One Liquor, LLC	Super One Liquor #805	505 Ellis Avenue	DAMON CARLSON
Class A Fermented Malt Beverage only			
Indianhead Oil Co., LLC	Holiday Stationstore #459	110 Ellis Avenue	MEGAN SELL
Krist Oil Co.	Krist Food Mart #65	521 Lake Shore Drive East	RIKKI WHITE
Kwik Trip, Inc.	Kwik Trip 163	515 Ellis Avenue	BOBBIE BIGBOY
Kwik Trip, Inc.	Kwik Trip 118	2300 Lake Shore Drive East	BOBBIE BIGBOY
Kwik Trip, Inc.	Kwik Trip 110	1814 Lake Shore Drive West	JEREMY MILLER
Midland Services, Inc.	Midland Services, Inc.	411 Sanborn Avenue	KENYA MCAULIFFE
River Rock Inn and Bait Shop	River Rock Inn and Bait Shop	1200 West Lake Shore Drive	SCOTT BRETTING
Ram Sita Inc.	Ashland Shell	810 Lake Shore Drive West	NICKY PATEL
Class B Fermented Malt Beverage AND/OR Class C Wine			
Frankie's Pizza	Frankie's Pizza	1315 Lake Shore Drive East	JESS WELTY
Ashland Fun and Games LLC	Play Unplugged	307 Main St West	Joseph Croteau
Gabriele Block	Gabriele's German Cookies, Chocolates & Gifts	413 Main Street West	Gabiele Block

NAME	BUSINESS NAME	LOCATION	AGENT
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TOBACCO, CIGARETTE AND VAPE PRODUCTS

Indianhead Oil Co., LLC	dba	Circle K #2746459	at	110 Ellis Avenue	Agent,	MEGAN SELL
JAY MA AMBAJI INC	dba	STAR LIQUOR	at	821 MAIN STREET WEST	Agent,	NICKY PATEL
JCDOC LLC	dba	THE SAFARI	at	423 MAIN STREET EAST	Agent,	JEFFREY CASTLE
Krist Oil Company	dba	Krist Food Mart #65	at	521 Lake Shore Drive East	Agent,	SHELLEY MADAY
Kwik Trip, Inc.	dba	Kwik Trip 163	at	515 Ellis Avenue	Agent,	BOBBI BIGBOY
Kwik Trip, Inc.	dba	Kwik Trip 118	at	2300 Lake Shore Drive East	Agent,	BOBBI BIGBOY
Kwik Trip, Inc.	dba	Kwik Trip 110	at	1814 Lake Shore Drive West	Agent,	AMANDA O'LEARY
MIDLAND SERVICES INC	dba	MIDLAND SERVICES SANBORN	at	411 SANBORN AVENUE	Agent,	KENYA MCAULIFFE
Miner's Incorporated	dba	Super One Foods #573	at	401 Ellis Avenue	Agent,	DAMON CARLSON
SUPER SMOKE SHOP ASHLAND INC	dba	SUPER SMOKE SHOP ASHLAND	at	2418 LAKESHORE DRIVE E	Agent,	SAMMY WAZWAZ
SUPER ONE LIQUOR, LLC	dba	SUPER ONE LIQUOR	at	505 ELLIS AVE	Agent,	DAMON CARLSON
RAM SITA INC	dba	ASHLAND SHELL	at	810 Lake Shore Drive West	Agent,	NIKKI PATEL
WALGREEN CO	dba	Walgreens #10758	at	110 Lake Shore Drive West	Agent,	MISTY BENEDICT

MISCELLANEOUS LICENSES AND PERMITS

NREG US Holdings Ltd 101-403 6th St New Westminster BC V31 3B1	dba	Kenwood Terrace	at	1600 8th Street West		Mobile Home Park
		Whispering Pines	at	145 Cedar Street		
REPUBLIC SERVICES ENVIRONMENTAL SOLUTIONS				415 Industrial Park Road		
WASTE MANAGEMENT				600 Industrial Park Road		Recycling, Waste and Salvage
CHICAGO IRON & SUPPLIES INC				701 22nd Avenue East		
C.W.O. AUTO & SCRAP REMOVAL Inc				2805 Holmes Road		