



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, May 26, 2026 Ashland City Council Meeting Agenda

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. May 12, 2026 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. ADMINISTRATOR'S REPORT

7. PUBLIC HEARING

A. Public Hearing on Facilities Plan for Wastewater Treatment Plant Upgrades (Public Works)

8. OLD BUSINESS

A. Approve Facility Plan for Wastewater Treatment Plant Upgrades (*Public Works*) Roll

B. Award Bid for 2026 Crushed Aggregate Contract to Jake's Excavating & Landscaping LLC (*Public Works*) Roll

- C. **Agreement for Professional Services from Long Island Engineering, LLC for the 2026 13th Avenue East CDBG Street & Utility Improvements Project Construction Services** *(Public Works)* Roll
- D. **Contract with Hydro Corp for Cross Connection Services** *(Public Works/Utility)* Roll
- E. **Accept 2026 Wisconsin Department of Natural Resources Fire Fighter Protection Grant Award Payment** *(Fire Department)* Voice
- F. **Ordinance to Repeal Chapter 35 (1467) Economic Development - Revolving Loan Fund Advisory Board, Ashland City Ordinances** *(Clerk)* Roll

9. NEW BUSINESS

- A. **Resolution to Issue a Conditional Use Permit (CUP) to Allow a Wireless Telecommunication Facility at 2704 County Hwy A, Parcel No. 201-04595-0100, Zoned Future Development District (FD). Applicant: Karl Gerber of Buell Consulting on behalf of City Switch** *(Planning and Development)* Roll
- B. **Resolution to Combine Wards and Establish the Polling Places for the August 11, 2026 Partisan Primary Election, and the November 3, 2026 General Election** *(Clerk)* Roll

10. 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, May 12, 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**

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Kevin Seefeldt, Shawn Brede, Peter Levi, Andrew Goyke, Paul Vig, Charlie Ortman, Nancy Sztynodor (6:05)

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, Parks Director Catlyn Cornelius, Utility Engineer Madison Krzciok, Officer Jeremy Pagac, and other interested citizens.

2. APPROVAL OF AGENDA

Mac Kenzie requested to remove Item 8E due to the bid coming in lower than expected. A motion by Ortman, seconded by Levi to approve the amended agenda, passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **April 21, 2026 City Council and Committee of the Whole Meeting Minutes**

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

4. CITIZEN PARTICIPATION PERIOD

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

David Seigler, 700 Chapple Avenue, spoke in favor of amending Chapters 888 and 889.

Greg Trush, 716 6th Avenue West, supports the amendment of Chapters 888 and 889.

Summer Olsen, 1201 Prentice Avenue #3, spoke in response to the City's actions of removing belongings from homeless encampments.

5. MAYOR'S REPORT

A. **Presentation by Millie Rounsville, Executive Director of Northwest Wisconsin Community Services Agency**

Executive Director Millie Rounsville offered a presentation to update Council on the progress of the transitional housing apartment complex.

B. **Announcements**

Council and department heads attended a Council Retreat on May 7, 2026. The splashpad well is now in place. The Ashland Farmer's Market begins their season this coming weekend, along with the Folk Fest happening on May 16 2026 at the Bohemian Hall. Mac Kenzie did proclamations to raise awareness of Poppy Month and Williams Syndrome. City stakeholders attended a meeting to discuss the future of the Northland College properties. The Mayor also offered an update regarding the City's EV charging stations, and pointed out that road construction season has begun.

6. ADMINISTRATOR'S REPORT

Members from America in Bloom will be visiting Ashland in July to do an assessment and assist the City's beautification plans, and a committee meeting led by Parks Director Cornelius will take place next week. Work on the downtown sidewalks will begin in another week or two. Kucera and Butler attended a phone meeting with a recruiter regarding the Public Works Director position.

7. CONSENT AGENDA

A. **Miscellaneous Minutes**

B. **April 2026 Permitting and Property Maintenance Reports**

A motion by Goyke, seconded by Seefeldt to approve the Consent Agenda, passed unanimously by voice vote.

8. OLD BUSINESS

A. **Ordinance to Amend Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants, and Door to Door Solicitors, Ashland City Ordinances (Clerk) Roll**

A motion by Seefeldt, seconded by Goyke to approve the ordinance, passed unanimously by roll call vote.

File #2026-2037

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

A motion by Seefeldt, seconded by Goyke to approve the ordinance, passed unanimously by roll call vote.

File #2026-2038

- C. **Ordinance to Repeal and Recreate Chapter 601 (1017) Municipal Parking Lots, Ashland City Ordinances** *(Clerk)* Roll
A motion by Seefeldt, seconded by Ortman to approve the ordinance, passed unanimously by roll call vote.
File #2026-2035
- D. **Accept Quote from EcoNorth and Award a Contract for Invasive Species Removal in the Bay City Creek Area** *(Public Works)* Roll
A motion by Seefeldt, seconded by Sztynodor to approve to award the contract for \$89,806.50, passed unanimously by roll call vote.
- E. **Agreement for Professional Services between the City of Ashland and MSA Professional Services for an Invasive Species Management Plant and Additional Environmental Services** *(Public Works)* Roll
Removed from the agenda.

9. NEW BUSINESS

- A. **Contract Agreement between the City of Ashland and Hydro Klean, LLC for the 2026 Sanitary Sewer Cleaning & Televising Project** *(Public Works)* Roll
A motion by Seefeldt, seconded by Goyke to approve the agreement for \$60,557.82, passed unanimously by roll call vote.
- B. **Introduction of Resolution to Discontinue Undeveloped Right-of-Way Located at that Portion of 21st Avenue East 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.** *(Planning and Development)* Roll.
A motion by Ortman, seconded by Seefeldt to forward the item to the Plan Commission, passed unanimously by roll call vote.
- C. **Alcohol Beverage License Application from Rhinelander Café and Pub Inc. dba Breakwater Restaurant at 1808 Lake Shore Drive East, and Agent Rebecca Day, for the Sale of Class B Fermented Malt Beverage and Class B Intoxicating Liquor** *(Clerk)* Voice
A motion by Ortman, seconded by Sztynodor to approve passed unanimously by voice vote.
- D. **Alcohol Beverage License Application from Rhythm and Rye LLC dba Rhythm + Rye and Agent Nicole Larson, for the Sale of Class B Fermented Malt Beverages and Class B Intoxicating Liquor at 705 Main Street West, Ashland** *(Clerk)* Voice
A motion by Sztynodor, seconded by Ortman to approve with a change of agent, passed unanimously by voice vote.

10. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

ASHLAND CITY COUNCIL
Tuesday, May 12, 2026
Ashland City Hall Council Chambers



COMMITTEE OF THE WHOLE MEETING MINUTES

The Tuesday, May 12, 2026 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:00 PM.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Shawn Brede, Peter Levi, Andrew Goyke, Paul Vig, Charlie Ortman, Nancy Sztynдор

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Parks Director Catlyn Cornelius, Utility Engineer Madison Krzciok, and other interested citizens.

2. **Approval of Agenda**

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

3. **Council President's Report**

Ortman stated that he anticipates talking about homelessness during a future Committee of the Whole meeting.

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

A. **Contract with Hydro Corp for Cross Connection Services (*Public Works/Utility*)**

Butler introduced the item and answered questions from Council. A motion by Seefeldt, seconded by Goyke to forward the item to Council for formal approval, passed unanimously by voice vote.

B. **Anticipated Special Assessments for 2026 Construction Projects (*Public Works*)**

Butler introduced the item to Council but was not asking for action at this time.

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

Oliphant introduced the item and answered questions from Council. A motion by Seefeldt, seconded by Goyke to forward the item to Council for formal approval, passed unanimously by voice vote.

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

Oliphant introduced the item for discussion only.

5. **Adjournment**

COMMITTEE OF THE WHOLE
Tuesday, May 12, 2026
Ashland City Hall Council Chambers



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

Respectfully Submitted,

Denise Oliphant,
City Clerk

**SUBJECT: Public Hearing on Facilities Plan for Wastewater Treatment Plant Upgrades
(Public Works)**

RECOMMENDATION: N/A

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The Wisconsin Department of Natural Resources (WI DNR) requires any modification to a municipal wastewater treatment plant (WWTP) to be approved by the WI DNR. The proposed modifications are submitted to the WI DNR via a facilities plan. Per the WI DNR, the basic purpose of facility planning is to assess the condition of the WWTP, establish the need for the proposed improvements, evaluate options to address the needs and identify the most cost effective improvement.

At the October 28, 2025 meeting, the City Council approved a contract with Short Elliot Hendrickson (SEH) for technical design services to support Phase 1 of the City's WWTP Upgrades. These upgrades focus on the sludge digester and will be funded by the City. Included in the scope of the agreement with SEH was development of the above mentioned facility plan.

Wisconsin Administrative Code NR 110.09(4) requires wastewater utilities to incorporate public involvement in the facility modification plan by holding a public hearing on the facility plan. A notice of public hearing was published in the May 14, 2026 edition of the Ashland Daily Press and a copy of the facility modification plan has been made available at City Hall for interested person to review.

This public hearing is being held to receive public comment on the City's proposed upgrades to the WWTP.

SUBJECT: Approve Facility Plan for Wastewater Treatment Plant Upgrades (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The need for and purpose of the [*Wastewater Treatment Plant \(WWTP\) facility modification plan](#) is described under the public hearing item on the May 26, 2026 Council agenda.

The facility plan describes the following 6 phases of work to upgrade the WWTP:

1. Liquid Sludge Storage Tank (Sludge Digester)
2. Pretreatment Building Screens

3. Pretreatment Building- Building Modifications
4. Oxidation Ditch
5. Solids Handling
6. Admin Building and Site

The total cost of these improvements total approximately \$7 million. At this time, the Wastewater Utility is only planning to implement Phase 1, which can be funded via cash reserves and will have no impact on user rates. The Wastewater Utility plans to pursue a combination of funding from the Wisconsin Department of Natural Resources (WI DNR) Clean Water Fund and congressional directed spending. However, regardless of the level of outside funding received, the Council should anticipate the need for future rate increases.

More information will be presented to Council regarding the need for rate increases. At this time, the Wastewater Utility is requesting approval of the WWTP facility modification plan in order to allow for WI DNR approval and implementation of Phase 1 of the WWTP upgrades.

*The full document could not be attached to this file due to the volume, but instead is available via the provided [link](#).

SUBJECT: Award Bid for 2026 Crushed Aggregate Contract to Jake's Excavating & Landscaping LLC (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Bid Summary - 2026 Crushed Aggregate

EXPENDITURES REQUIRED: \$19,500.00 Fund 100 PW Maintenance O&M Budget
\$ 7,800.00 Fund 680 Water Utility O&M Budget
\$27,300.00

AMOUNT BUDGETED: \$ 20,000.00 Fund 100 General Fund Roadway Maintenance O&M
\$ 8,000.00 Fund 680 Water Utility O&M

APPROPRIATION REQUIRED: NA

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

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Public Works Department advertised for bids for crushed aggregate (maintenance gravel) for 2026. The Department anticipated that 1750 tons of crushed aggregate would be needed; 750 tons for rural road repairs and 1,000 tons for alley maintenance. Typically, the Water Utility

purchases crushed aggregate on an annual basis, but staff determined that a sufficient quantity remained in inventory due to a low frequency of recent water main breaks.

The bids included furnishing and delivering the aggregate for the Public Works stockpile. The 1,000 tons for alley maintenance would be shared 50/50 between the Public Works roadway maintenance fund and the wastewater utility, as alleyways were used to access the majority of the sanitary sewer collection system for maintenance/repair/replacement activities. Sufficient funds were budgeted for the purchase based on estimated costs.

Bid requests were solicited from local contractors and advertised in the local paper on April 23, 2026. Bids were submitted to Public Works staff by May 8, 2026. Seven bids were received in total. Jake's Excavating & Landscaping LLC was the lowest bidder, at \$15.60/ton.

The Public Works Department recommends awarding Jake's Excavating & Landscaping LLC the contract for the purchase of crushed aggregate in 2026 in the amount of \$27,300.00.



BIDDING SUMMARY: 2026 Crushed Aggregate - 1750 Ton
BID DATE: May 8, 2026 11:00am

BIDDER	AMOUNT of BID \$ x 1750 Ton	Total
Mika	\$ 19.49	\$ 34,107.50
JGJ Dirt LLC	\$ 15.78	\$ 27,615
Angelo Luppino	\$ 17.62	\$ 30,835
Jakes Excavating	\$ 15.60	\$ 27,300
# 2 Septic	\$ 16.65	\$ 29,137.50
Ritola Inc	\$ 16.01	\$ 28,017.50
Sipsas	\$ 17.49	\$ 30,607.50

WITNESS *Daniel Furmuth* DATE 05/08/26

WITNESS *JL Pitt* DATE 5/8/26

SUBJECT: Agreement for Professional Services from Long Island Engineering, LLC for the 2026 13th Avenue East CDBG Street & Utility Improvements Project Construction Services (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Long Island Engineering, LLC Proposal

EXPENDITURES REQUIRED: \$ 27,013.00 - Fund 680 Water Utility
\$ 13,487.00- Fund 100 Street Improvements
\$ 40,500.00- Total

AMOUNT BUDGETED: \$ 27,013.00 - Fund 680 Water Utility
\$ 13,487.00- Fund 100 Street Improvements

APPROPRIATION REQUIRED: N/A

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

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

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

SUMMARY STATEMENT:

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

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

However, due to the need to manage other projects and duties, the Public Works Director is requesting support for construction management on the 13th Avenue East project. At the March 31, 2026 meeting the Council approved a contract with Short, Elliott Hendrickson Inc. (SEH) that includes some tasks that City staff are unable to perform, such as construction staking, surveying and coordination with grant funding agencies.

SEH's contract includes some limited provisions for onsite management of construction activities. However, additional support is requested for Long Island Engineering, specifically focused on onsite management of construction activities. Long Island Engineering is a local firm and the City is able to avoid the cost of travel and lodging when their staff is utilized for these activities.

Staff is requesting Council approval of the agreement between the City and SEH for a total cost of \$40,500.00.

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



February 26, 2026

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

Mr. Wagner:

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

Project Overview

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

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

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

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

Work Plan

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

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

Long Island Engineering Deliverables

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

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

SmithGroup Deliverables

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

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

Exclusions

The following are not included in scope and fee.

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

Fee Estimate

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

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

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

Schedule

February 26, 2026

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

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

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

Sincerely,

Long Island Engineering, LLC

Todd Gibbon, PE, CFM

2/26/2026
Date

Accepted by:

Date

Date

Date

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager

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

EXPENDITURES REQUIRED: \$21,096.24 - 2026
\$21,939.88 - 2027
\$43,036.12

AMOUNT BUDGETED: \$23,000.00 each year budgeted

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 23, 2021, that HydroCorp is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The proposed contract with HydroCorp for cross connection inspection services was discussed at the May 12, 2026 Council meeting. The scope of the contract includes inspection of

commercial, industrial, multi-family and public authority users that are serviced by the public water supply for cross-connections compliance over 2 years period.

The Council requested confirmation that HydroCorp personnel are licensed/credentialed to complete the inspection work. This has been confirmed with Hydro Corp and the City Attorney's office has confirmed that the contract includes provisions to ensure this requirement is met.

Public Works staff 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: Accept 2026 Wisconsin Department of Natural Resources Fire Fighter Protection Grant Award Payment (*Fire Department*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: The Council as Committee of the Whole previously discussed and approved the application for this grant.

EXHIBITS:
1. WiDNR Fire Fighter Protection Grant Award Letter
2. WiDNR Fire Fighter Protection Grant Payment Notice

EXPENDITURES REQUIRED: \$5758.30

AMOUNT BUDGETED: \$2,879.15 - WIDNR FFP Grant proceeds

APPROPRIATION REQUIRED: \$2,879.15 - Fire Department Capital Funds

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Council as Committee of the Whole previously discussed and approved the Fire Chief to apply for this grant.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

Ashland Fire Department applied for a Wisconsin Department of Natural Resources (WiDNR) Forest Fire Protection (FFP) Grant in 2025 to purchase wild land firefighting gear, safety glasses, and foam concentrate. AFD was awarded the grant which reimburses us for 50% of the approved grant items.

AFD purchased six sets of dual-certified wild land firefighting gear, 24 safety glasses, and 50 gallons of firefighting foam concentrate. The reimbursement paperwork has been submitted and the State of Wisconsin has issued a payment of \$2,879.15. The Fire Chief is asking the City Council to accept the payment to close out this grant.

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Grantee Ashland Fire Department	Grant Number FFP-26F-014
Period of Grant Agreement October 1, 2025 – April 15, 2026	Program Name Forest Fire Protection Grant Program
Funding Source(s) U.S. Department of Agriculture//Forest Service/State & Private Cooperative Forestry Assistance Grant, CFDA #10.698	

GRANT PROJECT DETAIL BY CATEGORY	
Personal Protective Equipment (PPE):	\$4,630.80
Training:	\$0.00
Prevention:	\$0.00
Tools/Equipment:	\$1,127.50
Communication Equipment (Partially Funded):	\$0.00
Dry Hydrant Installation (Not Funded):	\$0.00
Mapping (Not Funded):	\$0.00
Off-Road Vehicles (Not Funded):	\$0.00
Project Total	\$5,758.30
x Grant Share	x 50%
TOTAL FFP GRANT FUNDING Not to exceed \$10,000 for fire departments or \$25,000 for county/area associations of fire departments	\$2,879.15
Ineligible Items: \$	
Miscategorizations:	
Other Application Changes:	



State of Wisconsin

Payment Advice

24 April 2026 7:57:29 AM
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To:
Supplier Name: Ashland Fire Dept
Supplier Address: 215 6th Street East
 Ashland WI, 54806-3201
 USA

Reference Information
Pay Cycle: DLYACH
Pay Cycle Seq Number: 2907
Supplier Number: 0000071743

Payment Information

Payment Reference: 0001412245
Payment Date: 04/27/2026
Payment Method: Automated Clearing House
Bank ID: Bank Name
 *****044 BMO Harris

Branch ID **Branch Name**

QUESTIONS? Contact wivendors@wi.gov or 608-264-6600 with ref# and amt

AP Unit	Voucher ID	Invoice Number	Invoice Date	Gross Amount	Discount Amount	Paid Amt
DNR	00860582	CF FFP-26F-014	04/21/2026	2,879.15	0.00	2,879.15
		Ashland Fire Dept FFP Grant# FFP-26F-014 Attn John Baker		2,879.15	0.00	2,879.15
Total:				2,879.15	0.00	2,879.15
						USD

SUBJECT: Ordinance to Repeal Chapter 35 (1467) Economic Development - Revolving Loan Fund Advisory Board, Ashland City Ordinances (Clerk) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS: 1. Proposed Ordinance No. 2026-2039

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 for this item to move forward to the Council for formal approval.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE 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. 2026-2039

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: May 26, 2026

PUBLISHED: June 4, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Resolution to Issue a Conditional Use Permit (CUP) to Allow a Wireless Telecommunication Facility at 2704 County Hwy A, Parcel No. 201-04595-0100, Zoned Future Development District (FD). Applicant: Karl Gerber of Buell Consulting on behalf of City Switch (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (Recommended Approval at April 28th, 2026 Meeting)
Planning and Development Director

- EXHIBITS:**
- 1. Proposed Resolution No. 17877
 - 2. STAFF REPORT -Plan Commission Meting April 28, 2026
 - 3. Buell Consulting, Inc, April 24, 2026
 - 4. City Switch Ashland Site Zoning Drawings
 - 5. Sworn Statement of Joe Perona in Support of New Tower Construction
 - 6. Landowner Letter of Approval for CUP Application with the City of Ashland Wisconsin
 - 7. Determination of No Hazard to Air Navigation for Temporary Structure
 - 8. Correspondence K Tindall, Vice President, Telecom Engineering
 - 9. Determination of No Hazard to Air Navigation
 - 10. Correspondence J Canales, Attorney, American Tower Corporation
 - 11. Correspondence B Mackey

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: None

APPROPRIATION None
REQUIRED:

TREASURER'S N/A
CERTIFICATE:

COMPLIANCE WITH CHAPTER 51: The Plan Commission voted to recommend approval of the Conditional Use Permit at their April 28, 2026 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Conditional Use Permit is consistent with the goals of the Comprehensive Plan. The subject site is located in the “Conservation Buffer” zone. The property is undeveloped except for a garage in the northeast corner of the site. The proposed wireless telecommunication facility requires less disturbance of site area than many other uses and it can be removed and site restored if the applicant chooses to cease operations on-site. Wisconsin Statute requires the removal of abandoned mobile service facilities once they are no longer in use. The UDO also requires that the applicant provide a surety to the City prior to building permit approval. The surety allows the City to remove the facility and restore the site if needed in the future. Staff is of the opinion that allowing the proposed facility on the subject parcel is consistent with the Comprehensive Plan. The Comprehensive Plan includes a Utilities Plan on page 35 of Part 2 of the Authentic Ashland Plan. The “Other Utilities” section of the Utilities Plan addresses telecommunications services: “The City recognizes that businesses, industries, and institutions need fast, reliable, and up-to-date telecommunication service and a skilled labor force to use the service. The City should be an active participant in working to ensure that Ashland has an adequate telecommunication infrastructure to serve existing and future needs. A goal of this plan is to ensure that employees, small businesses, satellite offices, and others can live and work in Ashland while being fully connected to clients and company headquarters that are located elsewhere in the country. The 2016 Community Survey noted the importance of internet connectivity for all in the community. Fiber optic infrastructure should be explored city-wide.” Though the Future Land Use Plan does not specifically mention wireless telecommunications facilities, the City is cognizant of the demand and need for these facilities. The Utilities Plan from the Comprehensive Plan also emphasizes the community’s need for reliable telecommunications service of the type provided by the proposed facility. Additionally, the applicant has submitted a sworn affidavit pursuant to Wis. Statute 66.0404 stating that the cost of using the current tower is economically burdensome and that the proposed tower will provide superior mobile service functionality. The sworn affidavit states the need to relocate on the new tower. It also states that other than the current ATC facility, no other viable option exists to provide AT&T with the functionality needed.

SUMMARY STATEMENT:

Applicant Karl Gerber on behalf of City Switch requests approval of a Conditional Use Permit (CUP) to allow for a Wireless Telecommunications Facility (Cell Antenna) at the 2704 County Hwy A property. The project consists of an approximately 405-foot-tall guyed tower and associated fenced in equipment space. The applicant has had multiple discussions with City staff regarding the proposal and has submitted the required application materials. The applicant submitted a sworn affidavit stating the need for the proposed tower. Staff reviewed the CUP

request and the Plan Commission voted to recommend approval of the request at the 04/28/2026 Plan Commission meeting. The Plan Commission held a public hearing and a couple of neighbors expressed concerns regarding the proposed tower's impacts on health and property values. The Planning Director followed up with the City Assessor who explained that in his experience, cell towers do not have negative impacts on neighboring property values the way solar arrays or wind farms might. Some information available online indicates that cell antennas can have negative impacts on nearby property values. Information exists to support arguments for and against potential negative impacts on property values. The applicants have indicated that they are able and willing to meet the conditions recommended by staff and the Plan Commission and staff has not identified a reason to deny the requested Conditional Use Permit. Please see the Plan Commission staff report and associated application materials for more information.

RESOLUTION No. 17877

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO ALLOW A WIRELESS TELECOMMUNICATIONS FACILITY AT 2704 COUNTY HWY A, PARCEL No. 201-04595-0100, ZONED FUTURE DEVELOPMENT DISTRICT (FD). APPLICANT: KARL GERBER OF BUELL CONSULTING ON BEHALF OF CITY SWITCH.

WHEREAS, the Common Council of the City of Ashland is authorized to issue Conditional Use Permits; and

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, to allow a wireless telecommunications facility at 2704 County Hwy A (parcel 201-04595-0100), zoned Future Development (FD) District; and

WHEREAS, the Plan Commission held a Public Hearing on April 28th, 2026 and has recommended approval of the Conditional Use Permit with the following conditions:

1. Approval of the Conditional Use Permit to allow for the proposed Wireless Telecommunication Facility at 2704 County Highway A (Parcel # 201-04595-0100).
2. All non-FAA-required lighting shall be full cut-off and downward facing. Applicant shall submit plans/specifications for all lighting proposed prior to building permit issuance.
3. Approval for the six (6) foot security fencing as proposed with up to one (1) additional foot of barbed wire.
4. Conditional Use Permit is only for the wireless telecommunications land use proposed and not for any additional uses or improvements. If any additional land uses are proposed such uses will require additional administrative and/or Conditional Use Permit approval through Plan Commission and the Common Council.
5. Applicant shall submit structural plans and calculations and electrical plans to City staff for Inspector review and approval prior to building permit issuance.
6. Applicant shall submit a code sheet listing all applicable codes and demonstrating compliance with all codes for Inspector review and approval prior to building permit issuance.
7. Applicant shall furnish a financial guarantee in the form of a letter of credit as a surety to the City in the amount of twenty thousand dollars (\$20,000) prior to building permit issuance for removal of the tower or restoration of the site should this be required in the future.
8. Prior to the construction of any future improvements on the parcel, the applicants(s) shall apply for and obtain any required approvals and permits.
9. Applicant shall maintain the tower and associated equipment and ensure all site improvements remain code compliant and in structurally-sound condition.
10. Applicant shall ensure that the tower is compliant and remains compliant with all applicable Federal, State, and Local regulations.
11. Applicant shall maintain liability insurance protecting against losses due to personal injury or property damage resulting from the construction, operation, or collapse of the tower, antennae, or accessory equipment and shall keep the City updated with current proof of liability insurance.

12. Applicant shall remove the telecommunications facility from the property and restore the property if the applicant ceases use of the facility in the future.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that the Conditional Use Permit is in accordance with the Ashland Unified Development Ordinance and is hereby approved contingent upon compliance with the above listed conditions.

PASSED: May 26, 2026

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

FOR APPLICANT:

Applicant understands and accepts the conditions of approval for the CUP as indicated within this resolution, and was provided notice of Common Council approval of this resolution within 5 business days of such approval.

Applicant (Print and signature)

Date



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

STAFF REPORT

Plan Commission –April 28th, 2026

Agenda Item # 6a: **Public Hearing: Conditional Use Permit Request to allow for a Wireless Telecommunication Facility**

Zoning District: Future Development (FD)

Property Address: 2704 County Highway A

Parcel #: # 201-04595-0100

Applicant: Karl Gerber of Buell Consulting on behalf of City Switch

Staff Contact: Steven Wiley

Background

The property at 2704 County Highway A is owned by the James C and Carol M Lawton Joint Income Only Trust. Applicant Buell Consulting requests a Conditional Use Permit to allow a communications tower on the 2704 County Highway A property. The applicant believes the subject property is ideal for a telecommunications facility because the parcel is vacant and close enough to residential areas to provide enhanced service to area residents and traffic along Highway 2, County Road A, and other local streets/roads. The applicant submitted a sworn affidavit that states that the existing ATC tower located at 2313 County Highway A has become economically burdensome and is no longer a viable option for AT&T.

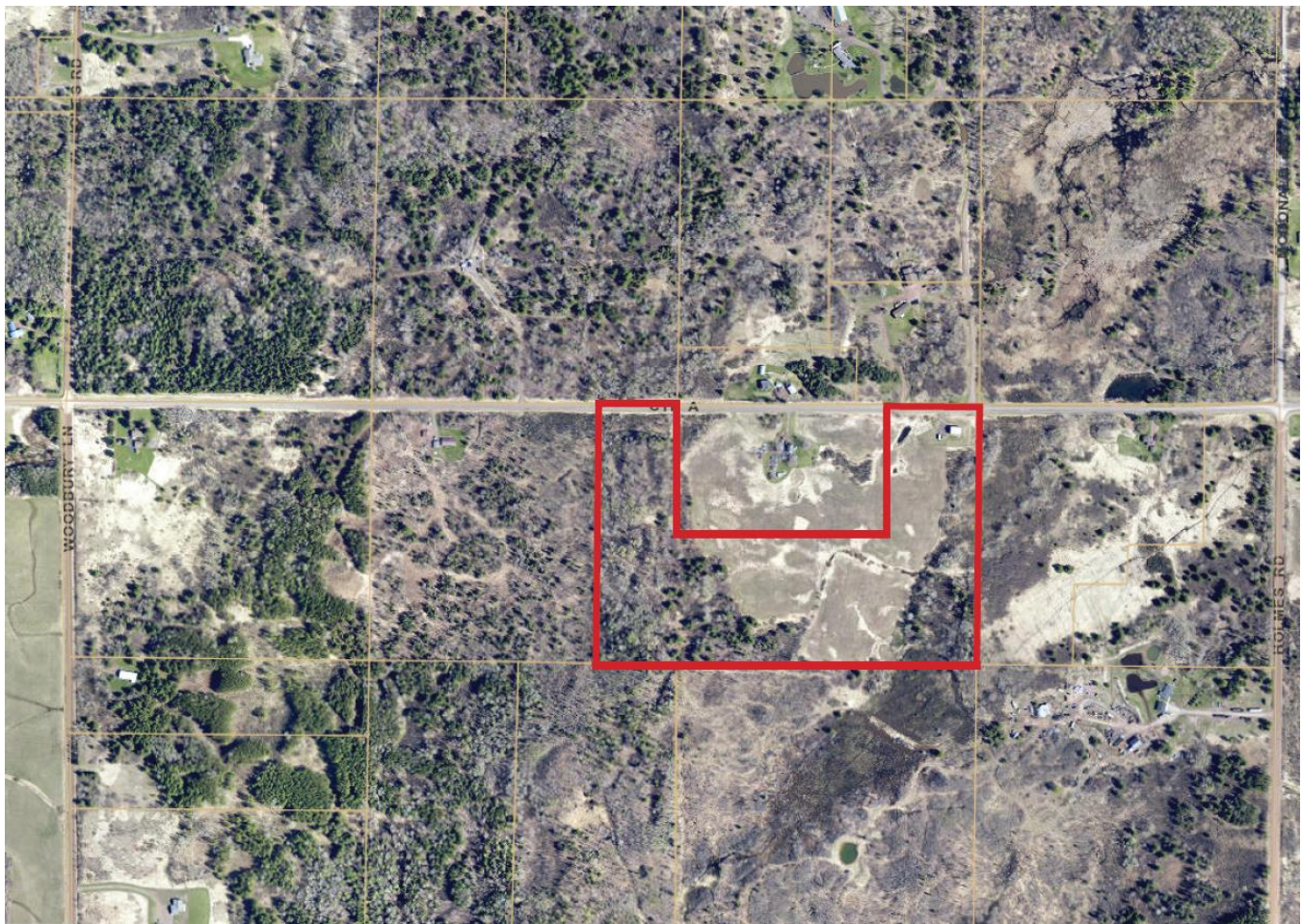
The subject property is located on the eastern side of the city on the south side of County Highway A. and is approximately 31.19 acres in area. It contains a garage that the owner uses but is otherwise vacant. The parcel includes some open and wooded areas. The properties immediately surrounding the subject property consist of residential and vacant uses.

The applicant has been in contact with City staff and aware of the ordinance requirement that a wireless telecommunications facility requires a Conditional Use Permit. They have submitted their application with supporting materials. Staff is referring the item to Plan Commission for review and a recommendation to Council.

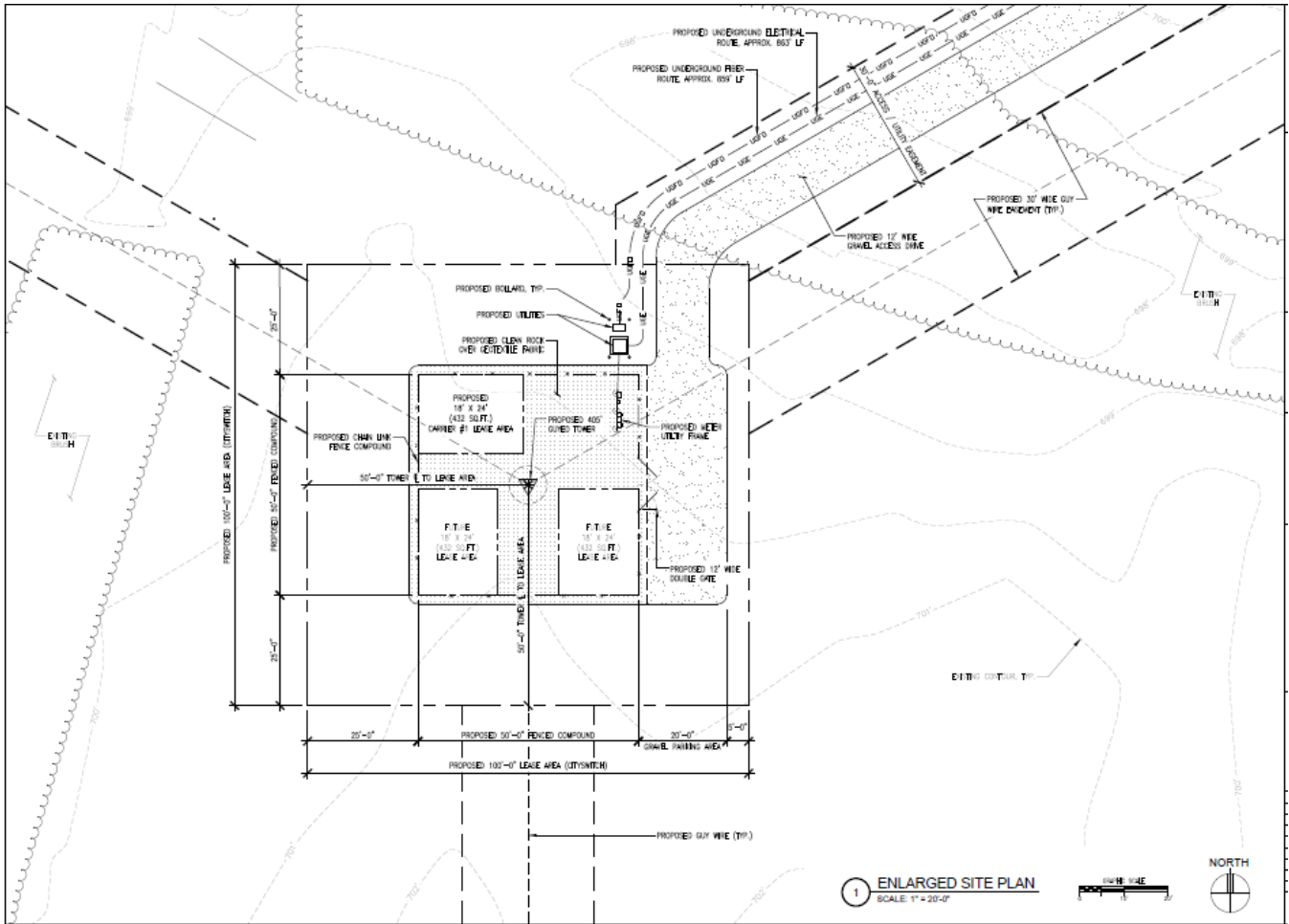
Existing Land Use	Zoning
Vacant (Garage only)	Future Development (FD)

Existing Uses		Zoning
North	Single-Family Residential, Vacant	Future Development (FD)
South	Single-Family Residential, Vacant	Future Development (FD)
East	Single-Family Residential, Vacant	Future Development (FD)
West	Single-Family Residential, Vacant/Wooded	Future Development (FD)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Conservation Buffer



The subject property is outlined in the above aerial image.



Above is the proposed layout of the fenced in area containing space for the tower and associated equipment.

The subject property is vacant except for the northeast corner which contains an existing garage used by the property owner. Portions of the property appear to include wetlands. The western, southern, and a portion of the eastern side of the site are wooded. The applicants are proposing the cell tower and associated equipment along with the access drive on the eastern side of the site. The tower will be a 405-foot-tall guyed tower. The fenced area around the tower will be approximately 50 feet by 50 feet in area for a total of 2,500 square feet of fenced area around the tower. A 12-foot-wide access drive will allow for service access from County Highway A to the telecommunication facility. The applicants will not disturb any existing wetlands.

Parking

The UDO does not have a minimum parking count for wireless telecommunications facilities. No employees will normally be onsite except as required to service the tower and equipment or to install or replace antennas. There is enough space proposed for service vehicles and staff does not have concerns with site parking.

Landscaping

The western, southern, and a portion of the eastern sides of the property are wooded and contain wetlands. No changes are proposed to these areas of the site. The tower’s proposed location is over 700

feet off of the County Highway A right-of-way and 600 feet from the closest residence. Staff considered the tower's proposed location and amount of existing landscaping on-site. Given that the tower will be set back over 700 feet from the right-of-way and the existing mature vegetation will be maintained staff does not have concerns regarding landscaping. The addition of landscaping on site given the amount of existing vegetation and proposed tower's distance from other structures would have minimal impact.

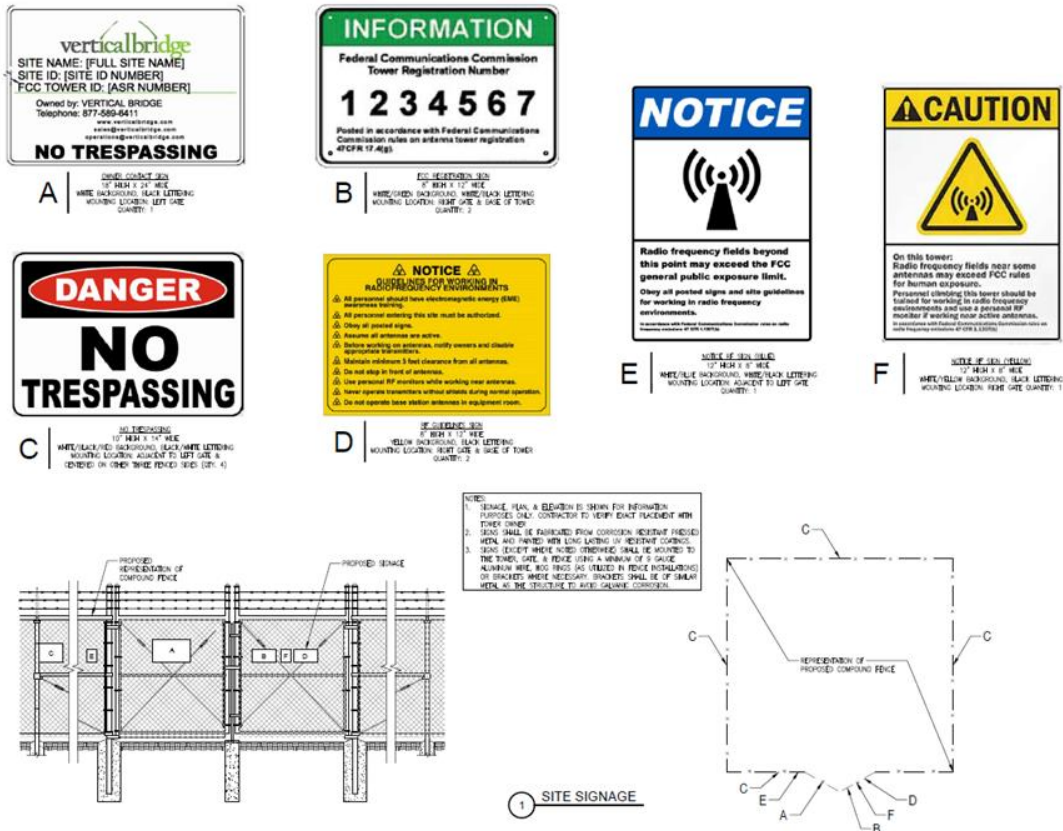
Lighting

The UDO does not require a minimum light level for wireless telecommunications facilities such as this one where people are generally not present on the site except to perform maintenance work. Such facilities often include light fixtures as needed by the Federal Aviation Administration and as required to provide lighting for the facility as needed for technicians to perform maintenance. Otherwise no site lighting is proposed. Staff does not have concerns with the lighting proposed as long as any site lighting (other than FAA-required lighting) is full cut-off and downward facing.

Fencing

The applicant proposes six (6) foot chain link fencing with a gate to enclose the facility. One (1) foot of barbed wire is proposed for the top of the fencing and this fencing is standard for a facility of this type. The fencing is intended to provide security for the tower and associated equipment. Ordinance requires Conditional Use approval for barbed wire or security fencing. Since the fencing includes a barbed wire element staff recommends approving it at this time.

Signage



Above are signs very similar to what would be mounted on the fencing. These are required by the FCC for all sites.

No signage is proposed for advertising purposes. The signage proposed will be located on the fencing for the compound and includes owner contact information, Federal Communications Commission (FCC) registration, a radio frequency “authorized personnel only” signage, and “No Trespassing” signage. This signage is standard and required by the FCC for these facilities. Staff does not have concerns with the locations or areas of the proposed signs.

Correspondence Related to the Proposal

Staff did receive two statements opposing the proposed cell tower. The first statement is a March 17th, 2026 letter from Janicy Canales who is an attorney for American Tower Corporation (ATC) which owns the existing tower at 2313 County Highway A (Parcel # 201-05133-0000) within a half mile of the subject property. Ms. Canales stated in her letter that ATC is prepared to collaborate with City Switch and AT&T to identify a viable alternative solution to the proposed tower. This letter is included in the Plan Commission packet materials.

The second statement opposing the proposed cell tower is from Byron Mackey of 2208 County Highway A in Ashland. This statement was sent in an email on April 22nd, 2026 to the Planning and Development Director, Mayor, District 6 Councilperson, and District 7 Councilperson. Mr. Mackey stated that there is already a tower nearby and is concerned with the proposed tower’s potential impact on property values. He has asked if all co-location options have been explored. He also asked what specific coverage gap or capacity issue is being addressed. Mr. Mackey’s statement is also included in the Plan Commission packet materials.

Legal Standards for Mobile Service Facility Review

The Planning and Development Director consulted with the City Attorney on legal considerations. Attorney Katie Posewitz in the City Attorney’s office provided information. Federal, State, and local standards exist governing the approval or denial of applications for mobile service facilities including the one proposed. The federal Telecommunications Act of 1996 includes limitations on local government authority to regulate wireless facilities. Under 47 USC 332(c)(7)(B)(iii), any decision to deny a request to place, construct, or modify personal wireless service facilities must be “in writing and supported by substantial evidence contained in a written record.” If the City would choose to deny the CUP application for the proposed facility, that decision must be in writing and supported by the written record. The Act additionally prohibits regulations that “unreasonably discriminate among providers of functionally equivalent services” or that “prohibit or have the effect of prohibiting the provision of personal wireless services.”

Wis. Stat. 66.0404 governs mobile tower siting regulations and provides additional protections for wireless providers. The statute prohibits a municipality from denying an application to build a cell tower based solely on aesthetic considerations, or based on an assessment by the municipality of the suitability of other locations for conducting the activity. The applicant must follow the application process in the Statute which includes explaining why the applicant selected the location, why the applicant did not choose co-location, and include an affidavit explaining that co-location within the search ring would lessen functionality, coverage, or capacity or was technically infeasible, or was economically burdensome.

Wis. Stat. 62.23(de)2.a. requires that if an applicant meets or agrees to meet all the requirements and conditions in the City Ordinance, “the City shall grant the conditional use permit.” Wis. Stat. 62.23 also states that any condition imposed must be “related to the purpose of the ordinance and be based on substantial evidence.” In this case if the applicant meets or is willing to meet all the requirements in the zoning ordinance for a CUP for this cell tower, the CUP should be granted.

Based on the Federal, State, and local standards, along with the information provided by the applicant and applicant's willingness to comply with the conditions of approval proposed staff has not identified reasons to deny the proposed CUP. The sworn affidavit from AT&T explains why the applicant has chosen the proposed location, why the applicant has not chosen co-location, and that there are no options other than the existing ATC Tower that would provide the needed mobile service functionality. According to AT&T, the ATC Tower is the only existing communications support structure in AT&T's search ring.

UDO Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

1. Consistency with Comprehensive Plan.

The Conditional Use Permit is consistent with the goals of the Comprehensive Plan. The subject site is located in the "Conservation Buffer" zone. The property is undeveloped except for a garage in the northeast corner of the site. The proposed wireless telecommunication facility requires less disturbance of site area than many other uses and it can be removed and site restored if the applicant chooses to cease operations on-site. Wisconsin Statute requires the removal of abandoned mobile service facilities once they are no longer in use. The UDO also requires that the applicant provide a surety to the City prior to building permit approval. The surety allows the City to remove the facility and restore the site if needed in the future. Staff is of the opinion that allowing the proposed facility on the subject parcel is consistent with the Comprehensive Plan. The Comprehensive Plan includes a Utilities Plan on page 35 of Part 2 of the Authentic Ashland Plan. The "Other Utilities" section of the Utilities Plan addresses telecommunications services: "The City recognizes that businesses, industries, and institutions need fast, reliable, and up-to-date telecommunication service and a skilled labor force to use the service. The City should be an active participant in working to ensure that Ashland has an adequate telecommunication infrastructure to serve existing and future needs. A goal of this plan is to ensure that employees, small businesses, satellite offices, and others can live and work in Ashland while being fully connected to clients and company headquarters that are located elsewhere in the country. The 2016 Community Survey noted the importance of internet connectivity for all in the community. Fiber optic infrastructure should be explored city-wide." Though the Future Land Use Plan does not specifically mention wireless telecommunications facilities, the City is cognizant of the demand and need for these facilities. The Utilities Plan from the Comprehensive Plan also emphasizes the community's need for reliable telecommunications service of the type provided by the proposed facility. Additionally, the applicant has submitted a sworn affidavit pursuant to Wis. Statute 66.0404 stating that the cost of using the current tower is economically burdensome and that the proposed tower will provide superior mobile service functionality. The sworn affidavit states the need to relocate on the new tower. It also states that other than the current ATC facility, no other viable option exists to provide AT&T with the functionality needed.

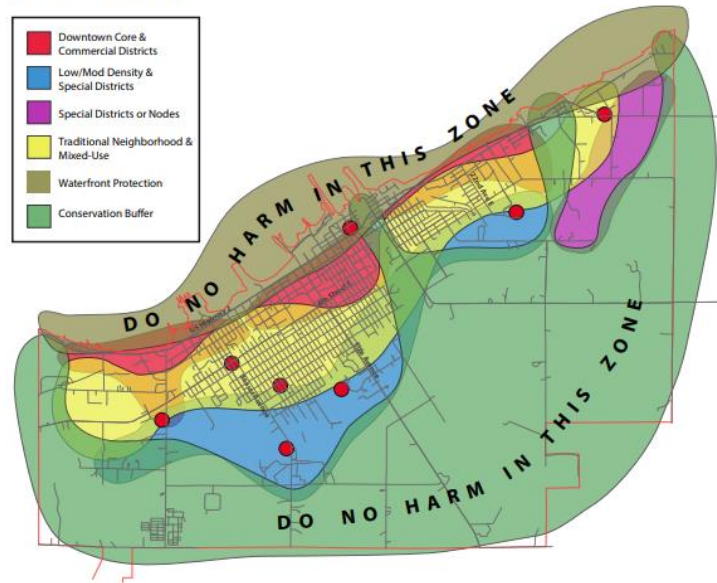
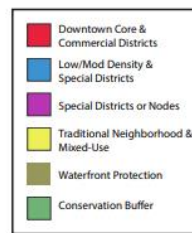
2. Compatibility.

The proposed wireless communication facility is compatible with the current Unified Development Ordinance, Future Development Zoning, and surrounding properties. The Conditional Use Permit requested would allow for the facility and fencing as proposed. Staff does not anticipate issues with traffic, noise, stormwater runoff, etc. The Fall Zone Certification Letter provided by a licensed Wisconsin Professional Engineer states that if the tower was to fall during a catastrophic event, it is designed to fall within a limited radius away from other existing structures which would prevent damage which otherwise could occur. If the tenants would want to make major changes such as increasing the height of the tower, etc. additional reviews and approvals would be required.

3. Importance of Services to the Community.

The Comprehensive Plan highlights the need for the improved coverage the proposed communication facility will provide. The facility provides space for up to three (3) carriers to collocate. The tower is not simply for one wireless provider. AT&T explained in their affidavit stating the need for the tower that they are obliged to build out FirstNet, which is an integrated data network for providers of emergency services. AT&T has stated in their sworn affidavit that no other viable

FUTURE LAND USE PLAN



options exist for them in the area other than the ATC Tower for which they state that the rent structure is prohibitive to them continuing operations from the existing tower.

4. Neighborhood Protections.

Staff does not anticipate significant increases in traffic or changes in traffic patterns. No employees will normally work on-site except for routine maintenance by technicians as needed. The applicant will not disturb the existing wetlands and most vegetation onsite. Any changes proposed from the original plans would require staff and if applicable, Plan Commission and Common Council approvals. Additionally, the tower location is set back towards the south (rear) of the subject property and approximately 600 feet away from the nearest residence. The tower location is over 700 feet from County Highway A which is the nearest road. The fall zone of the tower is located on the subject property and away from other structures. Staff does not believe the tower will have a major impact on the area.

5. Conformance with Other Requirements:

Any additional/future improvements proposed for the parcel must conform to all other applicable City code requirements, including (but not limited to):

- a. Local and state building code requirements to ensure the property meets code standards for the proposed use(s) prior to issuance of any future Permits.
- b. The applicant shall obtain necessary zoning and building approvals along with building permits for any future improvements on the property.

UDO Permit Application Requirements

- 1) A document from the owner or lessor that allows the applicant to apply for a conditional use permit and/or development permit and building permit to erect a wireless telecommunication facility: The applicant submitted a landowner letter of approval signed by James Lawton stating that as trustee of the trust that owns the subject property, he gives permission for Buell Consulting and its agents to apply for a Conditional Use Permit for a telecommunication tower on the parcel he owns.
- 2) An accurate site plan that shows parcel lines, location of wireless communication tower or antenna setback distances, any accessory equipment or structure, and proposed fencing and landscaping: The applicant has submitted a comprehensive package which includes a site plan that shows the subject parcel, proposed communications tower location and setbacks, accessory equipment/structures, fencing location, proposed utility easement, and existing vegetation. The site plan shows the proposed fencing and the applicant has provided information on the proposed fencing. The applicant does not propose new landscaping for the site but given the proposed placement of the tower and existing landscaping onsite staff believes the impact of additional landscaping on-site would be minimal.
- 3) An illustrative drawing showing how the wireless telecommunication facility will be as aesthetically in keeping with surroundings as possible: The applicant has submitted an elevation drawing showing a side view of the tower. The tower will be approximately 405 feet tall and given the location several hundred feet back from County Highway A staff has no concerns with the visual impact of the proposed tower. The tower's design is consistent with other towers constructed. It will be a neutral color and the only lights that will be on the tower are what is required by the FAA. Staff is supportive of the design as proposed.
- 4) Sufficient information to show that the construction, installation, and maintenance of the wireless telecommunication facility will not create a safety hazard or damage to property of other persons: The applicant has submitted a Fall Certification Letter signed and sealed by a WI Professional Engineer and the engineer has determined that if the tower was to fall it would fall within a radius of 190 feet from the base of the structure. The tower is designed with several safety factors so not intended to fail. In the event that the tower would fail due to catastrophic wind loading, the design would enable the tower to fail most likely within one or more of the tower legs which would result in an accordion-like collapse to the ground. The engineer has stated that this buckling would result in a fall radius of 190 feet or less at ground level. The applicant has also submitted a Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation. Staff finds that the applicant has met this requirement.
- 5) A report or plan from a qualified and registered engineer or firm that specifies the tower height and design (including cross-sections and elevations); the height above grade for all potential mounting positions for co-location antennae and the minimum separation distances between antennae; structural mounting designs and materials list; and the capacity of the tower (including the number and type of antennae that the tower can accommodate). As applicable, an engineer's stamp and number shall be required: The applicant has included plans and a stamped Fall Certification Letter indicating the tower's proposed 405-foot height and mounting heights of the proposed and future antennas. The plans indicate three mounting locations on the proposed tower and number of antennas proposed. The Fall Certification Letter, signed and sealed by a WI Professional Engineer explains that the tower is designed so that if it fails due to catastrophic wind it would likely fall within a 190-foot radius. Staff believes that the applicant has provided enough information for a CUP approval but would recommend as a condition of building permit approval that the all required structural drawings and calculations be submitted for City staff review prior to building permit issuance.
- 6) Structural and electrical plans showing how the proposed tower will accommodate the co-location of the applicants antenna and comparable antennas of additional users; and the plans and specification whereby the proposed tower is designed to allow for future rearrangement of

antennas to accommodate additional users and the mounting of additional antennas at varying heights: The applicant's submittal package includes plans showing how the tower would accommodate the applicant's proposed antenna and collocation of future antennas. The final plan set prior to building permit issuance will include electrical plans/details for the proposed antenna. The plans include mounting locations for future antennas on the tower. The set designates two additional areas within the fenced area as future lease areas for the equipment of up to two additional carriers wishing to locate antennas on the tower. Staff has discussed with the applicant that staff would recommend as a condition of CUP approval that the applicant submit structural and electrical plans for Inspector review prior to building permit issuance.

- 7) Plans and specifications showing how the proposed facility will be maintained in keeping with all applicable codes and ordinances: The applicant has stated to staff that occupancy is limited to periodic maintenance and inspection by technicians as required. The facility is unmanned and not intended for human habitation. The applicant's technicians will regularly inspect and perform required maintenance and repairs as needed for the facility. The materials submitted state some applicable codes and standards. These include the following:

- ANSI/TIA-222-H-1: Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures
- ANSI/TIA-322-2016: Loading, Analysis, Design, Installation, Alteration and Maintenance of Communication Structures, Latest Edition
- ANSI/TIA-222 Structural-H-1: Structural Standard, Latest Edition

Staff has discussed with the applicant that staff would recommend as a condition of approval that the applicant submit a code sheet listing all applicable codes and demonstrating compliance with all codes prior to building permit issuance.

The applicant and staff have discussed maintenance of the site. City Switch maintains a list of their facilities and would place this facility on the list of facilities to be maintained throughout the year. Generally, maintenance is done during the spring, summer, and fall. If a technician or other personnel need access to the site during the winter City Switch will clear snow as needed. In general, the sites are meant to be as low maintenance as possible.

Review Recommendation

Staff recommends APPROVAL of the Conditional Use Permit contingent on the following conditions:

- Approval of the Conditional Use Permit to allow for the proposed Wireless Telecommunication Facility at 2704 County Highway A (Parcel # 201-04595-0100).
- All non-FAA-required lighting shall be full cut-off and downward facing. Applicant shall submit plans/specifications for all lighting proposed prior to building permit issuance.
- Approval for the six (6) foot security fencing as proposed with up to one (1) additional foot of barbed wire.
- Conditional Use Permit is only for the wireless telecommunications land use proposed and not for any additional uses or improvements. If any additional land uses are proposed such uses will require additional administrative and/or Conditional Use Permit approval through Plan Commission and the Common Council.
- Applicant shall submit structural plans and calculations and electrical plans to City staff for Inspector review and approval prior to building permit issuance.
- Applicant shall submit a code sheet listing all applicable codes and demonstrating compliance with all codes for Inspector review and approval prior to building permit issuance.
- Applicant shall furnish a financial guarantee in the form of a letter of credit as a surety to the City in the amount of twenty thousand dollars (\$20,000) prior to building permit

- issuance for removal of the tower or restoration of the site should this be required in the future.
- Prior to the construction of any future improvements on the parcel, the applicants(s) shall apply for and obtain any required approvals and permits.
 - Applicant shall maintain the tower and associated equipment and ensure all site improvements remain code compliant and in structurally-sound condition.
 - Applicant shall ensure that the tower is compliant and remains compliant with all applicable Federal, State, and Local regulations.
 - Applicant shall maintain liability insurance protecting against losses due to personal injury or property damage resulting from the construction, operation, or collapse of the tower, antennae, or accessory equipment and shall keep the City updated with current proof of liability insurance.
 - Applicant shall remove the telecommunications facility from the property and restore the property if the applicant ceases use of the facility in the future.

Additionally, as a Public Hearing is scheduled for the proposed CUP review, the Plan Commission should hear all input from the public prior to making a determination. A Class 2 public notice was issued on April 9th and April 16th and discretionary letters were sent to all surrounding property owners within 200 feet of the subject property.

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



BUELL CONSULTING, INC.
9973 Valley View Rd
Eden Prairie, MN 55344
(651) 361-8110
www.buellconsulting.com

Friday, April 24, 2026

City of Ashland, WI
Planning & Development Office
Attn: Steven Wiley, Director of
Planning & Development
601 Main Street West
Ashland, WI 54806

RE: CUP Application for New Tower Site – CitySwitch ref. Ashland 10123956/ City of Ashland / James and Carol Lawton Joint Income Only Trust, Property: Ashland County PID 201045950100, comprised of part of NW 1/4 of the NE 1/4 Section 2, Township 47 North, Range 4 West.

Dear Steven Wiley, and the City of Ashland Planning & Development Office,

On behalf of CitySwitch, Buell Consulting, Inc. hereby submits a Conditional Use Application for a Communications Tower on the property within the City limits, PID 201045950100 owned by James and Carol Lawton Joint Income Only Trust.

Enclosed with this letter are the following items:

- Zoning Narrative (see immediately following pages) explaining how our proposed project complies with the City of Ashland Zoning Ordinance
- CUP application fee in the amount \$200
- CUP application form completed and signed by me, on behalf of the applicant, CitySwitch, and by the property owner
- Site Plans by Design 1 Engineers, Inc. dated 12 /9 /2025
- Legal descriptions of surveyed lease area and access
- FAA pre-check no hazard letters dated 12/18/2025
- Fall Zone Letter
- Sworn Statement from AT&T
- CitySwitch's proof of insurance

Please do not hesitate to call for any clarifications or additional questions related to any of the LUP application materials. So that we can monitor various internal and external deadlines, including but not limited to the deadline for approval of this application under Section 66.0404(2)(d) of Wisconsin statutes, please confirm that this application is complete or, if it is not complete, please provide a detailed description of the required information that is incomplete pursuant to Section 66.0404(2)(c) of Wisconsin statutes.

Sincerely,

Karl Gerber

Site Development Agent on behalf of CitySwitch
Phone: 715-415-4528
Email: kgerber@buellconsulting.com

Encl.

Zoning Narrative

Land Use Permit Application for a New Communication Tower

Barron County PID 201045950100

This zoning narrative is included to state how our application complies with the City of Ashland Zoning Ordinance (cited ordinance language is in *blue italics*, our responses are in normal font).

Communication Tower Use:

Our proposed use is located on a parcel zoned as FD- Future Development District within the City limits of Ashland. According to the City of Ashland Zoning Ordinance, Section 5.4(2) Wireless telecommunication facilities, new mobile service support structure and facilities are permitted with the issuance of a conditional use permit by the City Zoning Administrator. The proposed site is ideal for a cell tower because the parcel is vacant and is close enough to residential areas to provide enhanced service to area residents and traffic along highway 2, County Road A, and other local streets/roads. Another reason for this tower is the existing tower located at 2313 County Hwy A has become economically burdensome and is no longer a viable option for AT&T. Finally, pursuant to Section 66.0404(4)(c) of Wisconsin statutes, a municipality may not prohibit placement of a communication tower in particular locations in the municipality. Therefore, our proposed use is appropriate at the proposed location from both zoning and practical perspectives.

Zoning and Development Standards:

City Zoning and CUP standards:

Per Section 5.4 Utilities and Communication Uses: Sub Section 2:

Wireless telecommunication facilities.

d. Permit application requirements. In addition to the application requirements specified in Part 3: Application, Review, and Approval Procedures relating to conditional use permits, development permits, and building permits, applicants shall provide the following additional application materials:

(1) A document from the owner or lessor that allows the applicant to apply for a conditional use permit and/or development permit and building permit to erect a wireless telecommunication facility; Please see attached letter from landowner allowing us to apply for the conditional use permit on their behalf.

(2) An accurate site plan that shows parcel lines, location of wireless communication tower or antenna setback distances, any accessory equipment or structure, and proposed fencing and landscaping; Please see attached site plan showing parcel lines, location of wireless communication tower or antenna setback distances, any accessory equipment or structure, and proposed fencing and landscaping.

(3) An illustrative drawing showing how the wireless communication facility will be as aesthetically in keeping with the surroundings as possible; Please see attached site plan showing how the wireless communication facility will be as aesthetically in keeping with the surroundings as possible.

(4) Sufficient information to show that the construction, installation, and maintenance of the wireless telecommunication facility will not create a safety hazard or damage to property of other persons; Please see attached FAA no hazard letters and fall zone letter show that in the rare circumstance that if the tower were to fall it would stay within the property lines and not affect neighboring parcels.

(5) A report or plan from a qualified and registered engineer or firm that specifies the tower height and design (including cross-sections and elevations); the height above grade for all potential mounting positions for co-location antennae and the minimum separation distances between antennae; structural mounting designs and materials list; and the capacity of the tower (including the number and type of antennae that the tower can accommodate). As applicable, an engineer's stamp and number shall be required; Please see attached site plans that show the tower is designed for multiple carriers. The attached site plans will be finalized and stamped after zoning approval but before building permit issuance.

(6) Structural and electrical plans showing how the proposed tower will accommodate the co-location of the applicants antenna and comparable antennas of additional users; and the plans and specification whereby the proposed tower is designed to allow for future rearrangement of antennas to accommodate additional users and the mounting of additional antennas at varying heights; Please see attached site plans that show the tower is designed for multiple carriers. Additional tower and foundation drawings will be submitted prior to issuance of the building permit.

(7) Plans and specifications showing how the proposed facility will be maintained in keeping with all applicable codes and ordinances. Please see attached maintenance plan.

e. Inspection. The Building Inspector or Designated Authorized Agent may, at any time, inspect any wireless telecommunication facility to ensure its structural integrity. If upon such inspection it is determined that the facility fails to comply with such applicable codes and/or ordinances, and that such failure constitutes a danger to persons or property, then upon notice being provided to the owner of the facility, the owner shall have thirty (30) days to bring the facility into compliance with applicable codes and standards. Failure to bring the facility into compliance within the said thirty (30) days shall constitute cause for removal at the owner's expense. The facility and tower shall be maintained and will comply with such applicable codes and/or ordinances. However, if CitySwitch is notified that something is not up to code they will bring it into compliance within 30 days.

f. Non-interference. All new or existing wireless telecommunication facilities shall comply with all relevant Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) standards and shall not interfere with public safety and other city and private telecommunication operations. The proposed telecommunications tower and facility will comply with all FCC and FAA standards and will also have no interference with local and safety communications.

g. Insurance. The applicant shall provide the City with proof of liability insurance that protects against losses due to personal injury or property damage resulting from the construction, operation, or collapse of the tower, antennae, or accessory equipment. Please see attached CitySwitch's proof of insurance.

h. Co-location requirements. An application for a new wireless telecommunication tower shall document that co-location is not feasible, in that the antenna planned for the proposed tower cannot be reasonably accommodated,

- (1) on a City-owned water tower;
- (2) on an existing and conforming co-location tower or structure; or
- (3) on an existing utility pole.

There are no other structures in the area of the proposed tower that have sufficient enough height to meet the coverage needs of AT&T besides the existing tower located at 2313 County Hwy A. However, that tower has become economically burdensome and is no longer a viable option for AT&T.

The application shall document that existing co-location options, both within and transcending the municipal borders is not feasible. In addition, the application shall document, for the purpose of providing service to the residents and businesses of the City of Ashland, co-location of the tower would do one or more of the following:

- (1) The antenna would exceed the structural capacity of the existing or approved tower or structure;

- (2) The antenna would cause interference with other existing or planned equipment at the tower or structure;*
- (3) Existing or approved towers or structures cannot reasonably accommodate the antenna at a height necessary for the proposed antenna to provide service to the residents and businesses of the City of Ashland;*
- (4) Existing or approved structures suitable for the antenna are outside the documented search area;*
- (5) The owners or lessors of the existing or approved towers and structures are unwilling to allow co-location upon their facilities.*

There are no other structures in the area of the proposed tower that have sufficient enough height to meet the coverage needs of AT&T besides the existing tower located at 2313 County Hwy A. However, that tower has become economically burdensome and is no longer a viable option for AT&T. Additionally, pursuant to Wisconsin State Statute 66.0404(2)(b)6. ".....a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or **is economically burdensome** to the mobile service provider." Please see attached sworn statement from AT&T.

i. Performance standards. The following performance standards apply to all wireless telecommunication facilities erected, constructed, placed, modified or replaced in the City of Ashland. All wireless telecommunication facilities shall be designed and situated to be visually unobtrusive, to minimize the impact on neighboring uses, and shall conform to the following design and siting criteria:

(1) Height. In a residential district, or on residential properties, a wireless telecommunication facility shall not exceed sixty (60) feet in height. In all zoning districts, the height shall comply with City of Ashland Ordinance 453. We believe we meet the criteria listed in CHAPTER 453. REGULATING THE HEIGHT OF STRUCTURES AND TREES AND THE USE OF PROPERTY IN THE VICINITY OF THE ASHLAND MUNICIPAL AIRPORT. Our proposed structure is more than 4.5-miles from the airport runway and is not in line with either runway.

(2) Setbacks. The minimum setback from any parcel line, public right-of-way, building or structure, except for accessory buildings or equipment structures, for a wireless telecommunication tower shall be equal to one hundred (100) percent of the height of the tower. Setbacks for accessory buildings and equipment structures associated with wireless telecommunication facilities shall comply with the zoning district in which the facility is located. Please see attached fall zone letter stating that in the rare circumstance the tower does collapse it will not fall further than 190'. Pursuant to Wisconsin State Statute 66.0404(2)(g) "If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed."

(3) Accessory equipment structures. All accessory equipment structures adjacent to an antenna system and/or tower shall be screened or architecturally designed to blend in with the surrounding environment and shall meet the minimum setback requirements of the applicable zoning district. The proposed ground equipment meets all the setback requirements for the FD - Future Development District. There is some existing trees and bushes around the proposed facility if additional screening is needed then a landscaping plan will be provided.

(4) Fencing. Pursuant to the conditions of the approved conditional use permit, appropriate safety fencing shall be incorporated within the site accommodating the tower and accessory equipment structures. Please see page A-3 of the attached site plans showing a proposed 6-foot chain link fence with 1' of barbwire on top.

(5) Landscaping and screening. Pursuant to the conditions of the approved conditional use permit, proper landscaping and screening shall be incorporated into the site accommodating a tower and its accessory equipment. There is some existing trees and bushes around the proposed facility if additional screening is needed then a landscaping plan will be provided.

(6) Color. The wireless telecommunication tower and antenna shall be a neutral color such as a light gray or sky blue, except as may be otherwise dictated by the Federal Aviation Administration (FAA), and be designed to minimize visibility and to blend into the surrounding environment. The proposed tower will be a neutral color.

(7) Materials and wind loads. Towers and antennas shall be designed to withstand applicable wind load requirements as prescribed in the applicable building codes. Towers and/or antenna systems shall be constructed of, or treated with, corrosive resistant material. A regular maintenance schedule shall be followed. The proposed tower will be designed to withstand a basic wind speed of 105 mph without ice and 50 mph with 1-1/2" ice, Risk Category II, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H.

(8) Roof mounted wireless telecommunication antennas. Roof mounted wireless telecommunication antennas shall not be permitted on pitched roofs, unless they are stealth antenna incorporated into upward thrusting architectural elements, such as a steeple, spire, bell tower, or smoke stack. On flat roofs, the height of the antenna and mounting hardware may not be more than fifteen (15) feet above the highest point of the roof to which the antenna is attached. Not applicable since the proposed tower is not roof mounted.

(9) Structurally mounted wireless telecommunication antennas. A wireless telecommunication antenna mounted to the side of a building, shall be attached flush to the side of the building and shall not protrude more than three (3) feet from the side of the building. Structurally mounted antennas not affixed to towers shall be made to blend into the design and contours of the structure. Not applicable since the proposed tower is not a building mount.

(10) Lights. No antenna or tower shall have lights, reflectors, flashers, daytime strobes, steady night lights, or other illuminating devices affixed or attached to it in any way, except as may otherwise be required by the Federal Aviation Administration (FAA). Lights shall also comply with an AIR-O Airport Overlay. The only lights that will be on the tower is what will be required by the FAA.

(11) Signs and advertising. No signs and/or advertising message, excluding communication call letters or frequencies, shall be affixed to the antenna or tower structure. No signs will be on the tower or facilities except those that are required by the FCC.

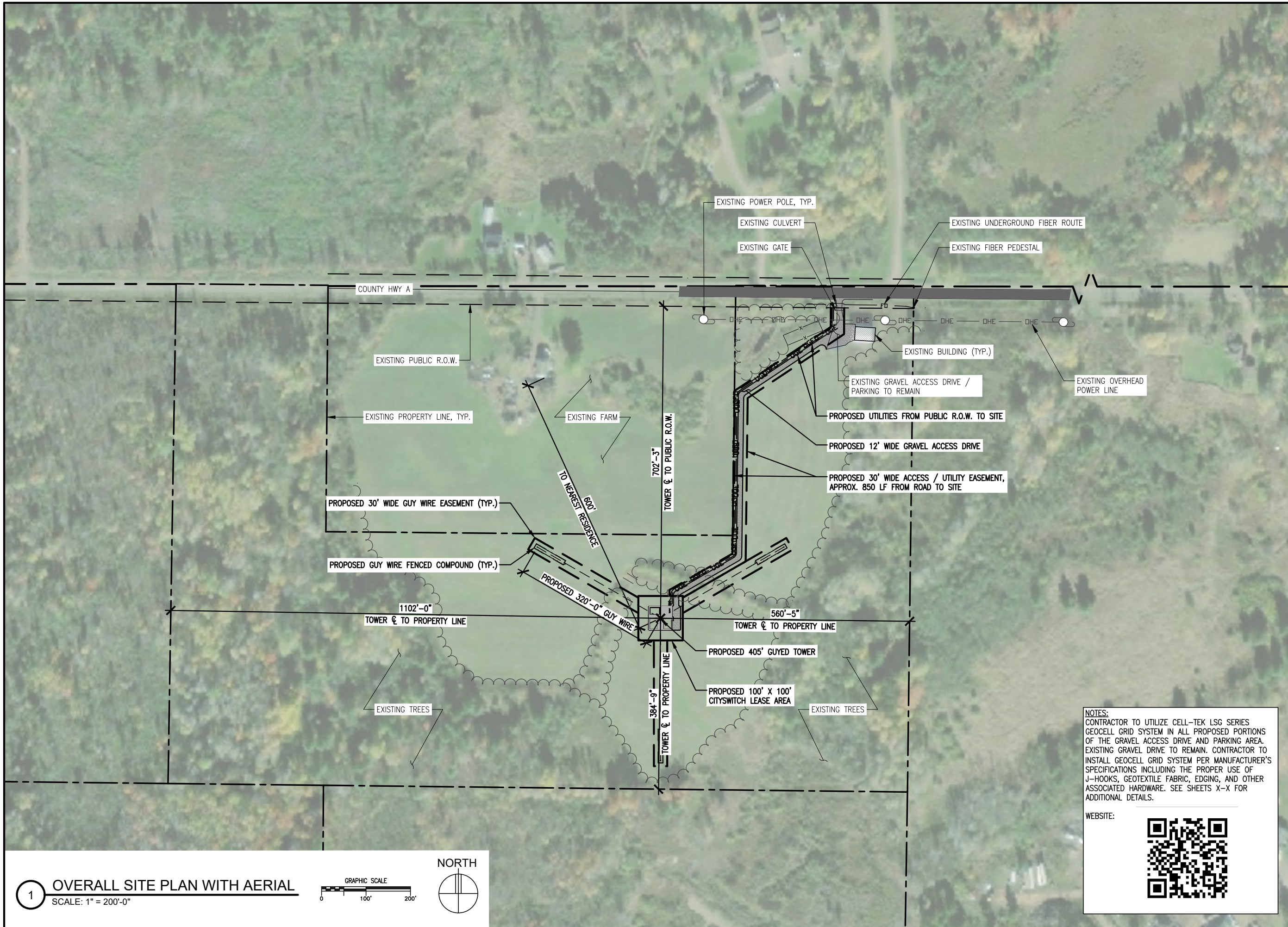
(12) Other attachments. No antenna or tower shall have constructed thereon, or attached thereto, any platform, catwalk, crow's nest, or similar structure for the purpose of human support, except during periods of construction or repair. The proposed tower will not have any platform, catwalk, crow's nest, or similar structure for the purpose of human support, except during periods of construction or repair.

Thank you for considering our proposed Land Use Permit Application and Submittal Package for CitySwitch's proposed tower facility. We believe we satisfy all requirements for the proposed cell tower facility, and we welcome any questions and comments as you review this application.

Please feel free to call me with any questions.

Sincerely,

Karl Gerber
Site Development Agent on Behalf of CitySwitch
Buell Consulting, Inc.
9973 Valley View Rd
Eden Prairie, MN 55344
Office/Cell: 715-415-4528
Email: kgerber@buellconsulting.com



NOT FOR CONSTRUCTION



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM



PROJECT

ASHLAND

SITE #: WIC063
PROJECT #: 10123956

2407 COUNTY HWY A
ASHLAND, WI 54086

SHEET CONTENTS:
OVERALL SITE PLAN W/AERIAL

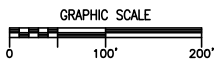
DRAWN BY:	JSP
CHECKED BY:	SJD
REV. A	12-08-25
REV. B	12-09-25
REV. C	04-01-26

NOTES:
CONTRACTOR TO UTILIZE CELL-TEK LSG SERIES GEOCELL GRID SYSTEM IN ALL PROPOSED PORTIONS OF THE GRAVEL ACCESS DRIVE AND PARKING AREA. EXISTING GRAVEL DRIVE TO REMAIN. CONTRACTOR TO INSTALL GEOCELL GRID SYSTEM PER MANUFACTURER'S SPECIFICATIONS INCLUDING THE PROPER USE OF J-HOOKS, GEOTEXTILE FABRIC, EDGING, AND OTHER ASSOCIATED HARDWARE. SEE SHEETS X-X FOR ADDITIONAL DETAILS.

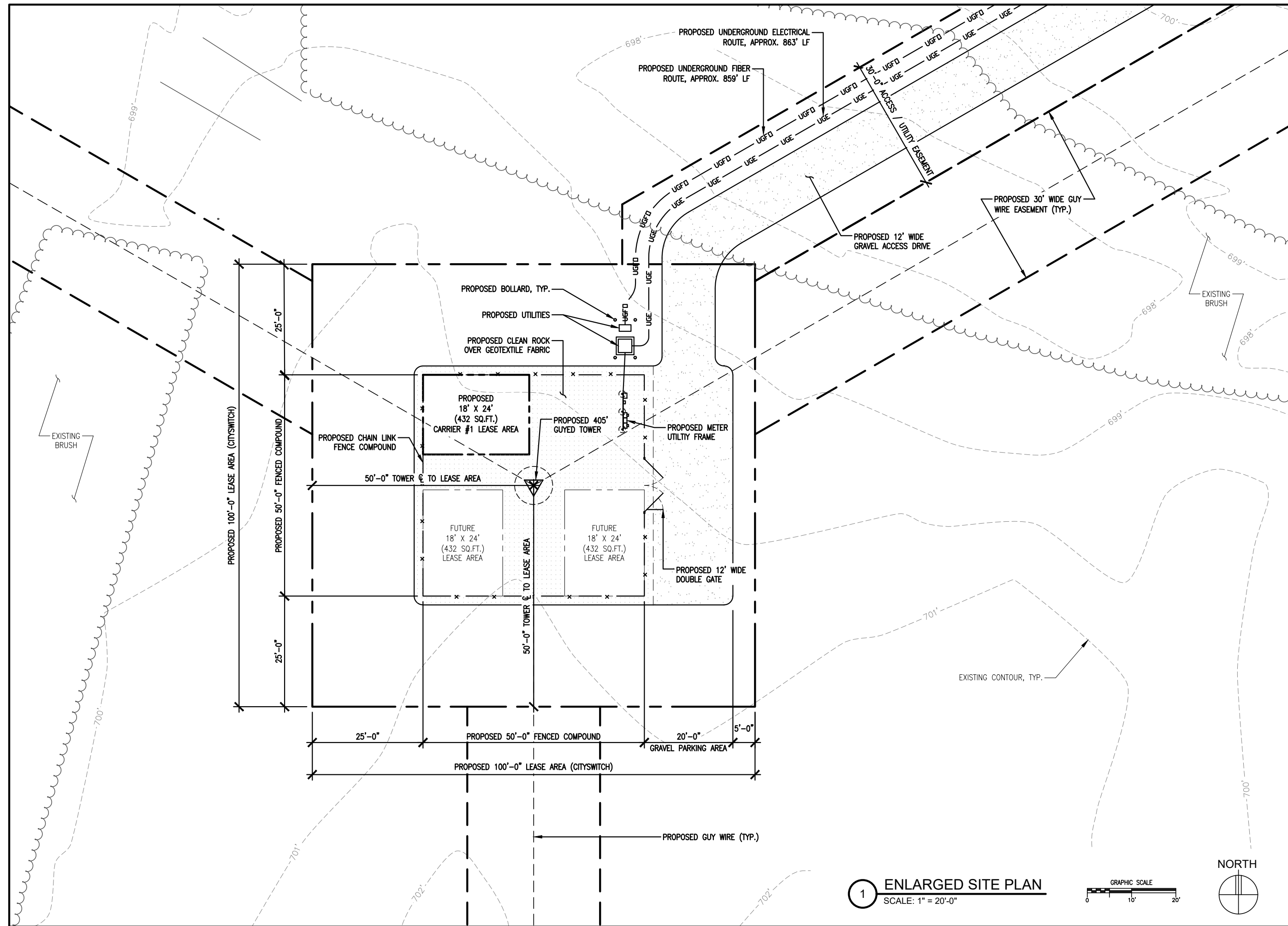
WEBSITE:



1 OVERALL SITE PLAN WITH AERIAL
SCALE: 1" = 200'-0"



A-1



NOT FOR CONSTRUCTION

DESIGN 1
 9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM

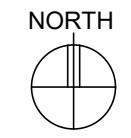
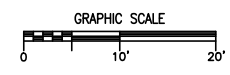


PROJECT
ASHLAND
 SITE #: WIC063
 PROJECT #: 10123956
 2407 COUNTY HWY A
 ASHLAND, WI 54086

SHEET CONTENTS:
 ENLARGED SITE PLAN

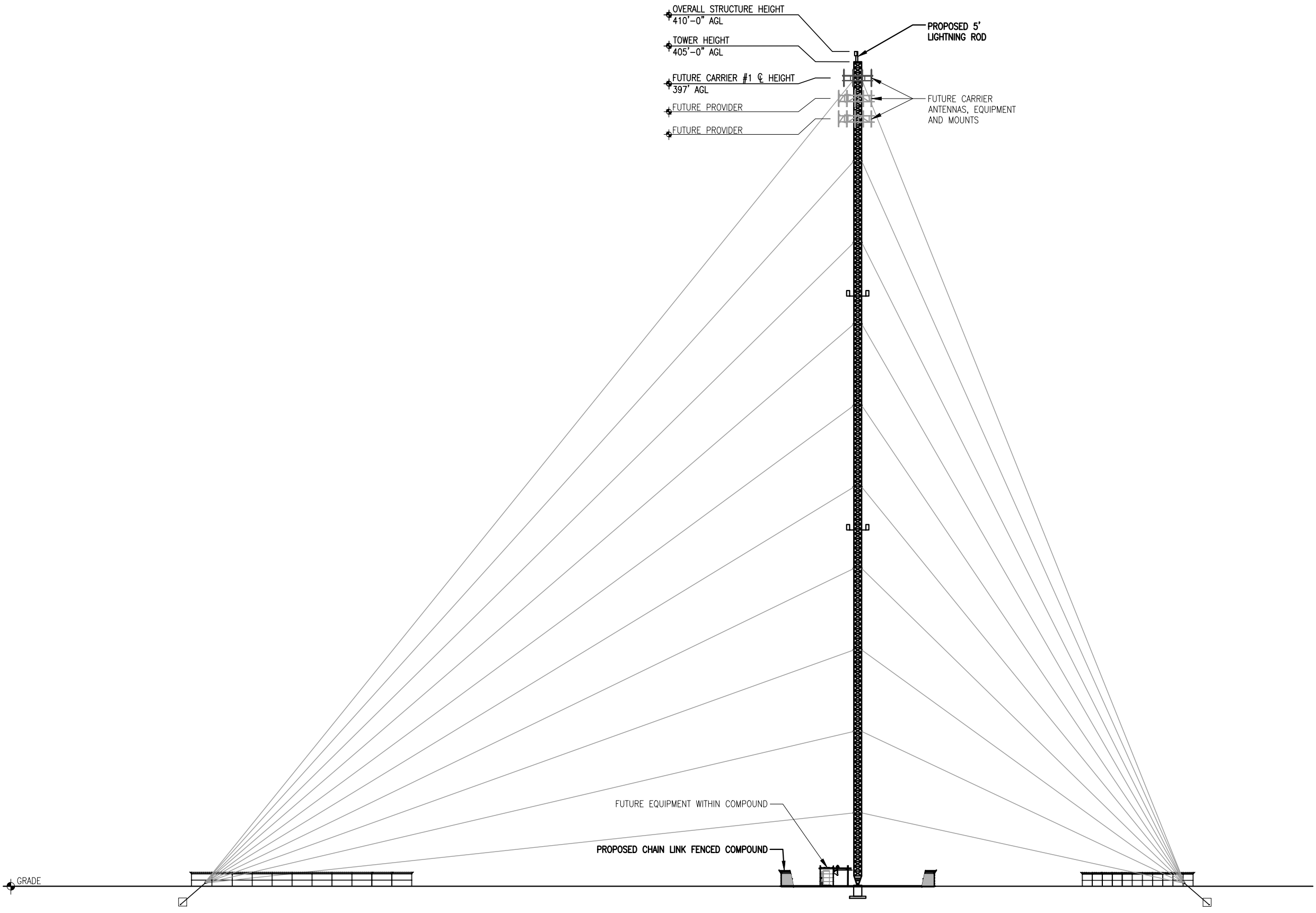
DRAWN BY:	JSP
CHECKED BY:	SJD
REV. A	12-08-25
REV. B	12-09-25
REV. C	04-01-26

1 ENLARGED SITE PLAN
 SCALE: 1" = 20'-0"

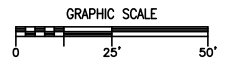


A-2

OVERALL STRUCTURE HEIGHT
 410'-0" AGL
 TOWER HEIGHT
 405'-0" AGL
 FUTURE CARRIER #1 C HEIGHT
 397' AGL
 FUTURE PROVIDER
 FUTURE PROVIDER
 PROPOSED 5' LIGHTNING ROD
 FUTURE CARRIER ANTENNAS, EQUIPMENT AND MOUNTS



1 TOWER ELEVATION
 SCALE: 1" = 50'-0"



NOT FOR CONSTRUCTION

DESIGN 1
 9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM



PROJECT
ASHLAND

SITE #: WIC063
 PROJECT #: 10123956
 2407 COUNTY HWY A
 ASHLAND, WI 54086

SHEET CONTENTS:
 TOWER ELEVATION

DRAWN BY:	JSP
CHECKED BY:	SJD
REV. A	12-08-25
REV. B	12-09-25
REV. C	04-01-26

A-3

THESE INSTRUCTIONS SERVE AS A GENERAL GUIDE. FOR SPECIFICS, PLEASE CALL CELL-TEK 410-721-4844

STEP 1: Prepare subgrade.

Excavate, compact, and shape foundation soils to proper depth and grade.

Check out our videos on www.celltekdirect.com

STEP 2: Place underlayment on the subgrade.

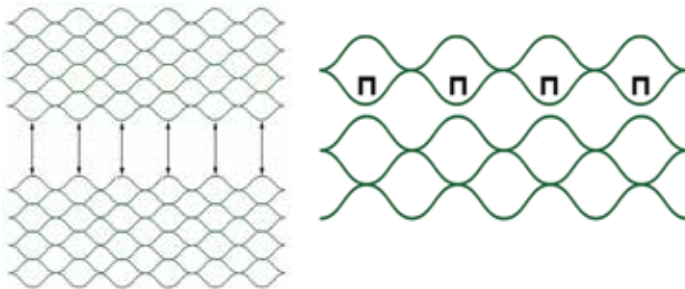
Use a non-woven geotextile fabric for most applications. Vegetated grassy paving would require Triax geogrid instead. The purpose of this underlayment is to keep the infill materials in the geocells; to prevent them from migrating down into the earth over time. Triax geogrid has large holes which allow grass roots to grow deep.

STEP 3: Install LSG.

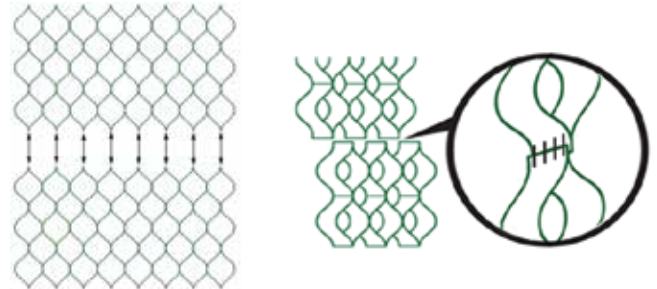
When fully expanded, a single unit of LSG will cover 8' x 22.5'. Be sure to fully expand the cells for best results. Cut the expanded grid to fit the area of your project. Use spikes to temporarily keep the grid expanded until you are ready to fill the cells. Interleaf or overlap edges of adjacent sections, connecting the grid to create a continuous matrix of cells. Connect all grid sections.

Connecting Grids:

Connection Type 1 Cell Wall to Cell Wall



Connection Type 2 Weld End to Weld End



To create a strong seam, apply one staple per inch starting from top or bottom. A pneumatic stapler can be used for cell depths of 3" - 6". Or, we offer a hand-held stapler that can be used for the 3" - 4" cell depths.

Our hand-held stapler has an extra wide jaw. Use heavy duty staples.

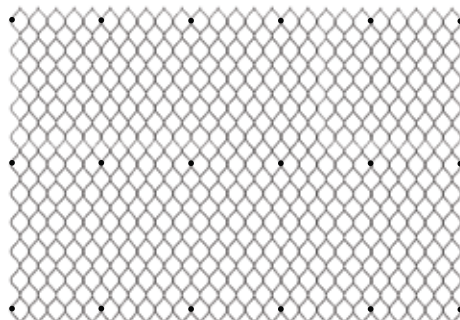
For small jobs, drill holes and use 1/4" zip ties instead of staples.

STEP 4: **ONLY FOLLOW THIS STEP IF YOU WILL HAVE LOOSE GRAVEL OR GRASSY TOPPING**

(If you are installing pavers, bonded gravel, concrete, or asphalt on top, please skip this step)

Install 18" rebar J hooks every 4 feet in all directions.

Rebar J hooks keep the grid pinned down to prevent the infill materials from undermining the grid and lifting it up over time. Be sure to install the J hooks on all perimeters. Here is an example of J hook placement on a full 8' x 22.5' unit of LSG (18 per grid). These are made of 1/2" (#4) rebar. In some instances, with a 6" deep cell, a 24" rebar J hook is recommended.



Installation instructions continued on back

LSG INSTALLATION INSTRUCTIONS CONTINUED

THESE INSTRUCTIONS SERVE AS A GENERAL GUIDE. FOR SPECIFICS, PLEASE CALL CELL-TEK 410-721-4844

STEP 4: Infill Cells.

Cells can be filled with any infill materials such as gravel, crushed gravel, sand, etc. However, if your goal is a permeable pavement, use a clean, washed angular stone to allow water to pass through easily. **IMPORTANT NOTE:** For grassy paving, install a 50% / 50% mix of top soil and clean angular 3/4" stone. Overfill cells by 1". Avoid using limestone as it will affect the pH balance of soil and inhibit grass growth.

STEP 6: Compact infill materials

Using appropriate equipment, compact the infill materials.

STEP 7: Install the topping of your choice: Pavers, Gravel, Grass, or Bonded Gravel (SEE 4 BASIC OPTIONS BELOW)

TIP!
Rebar J hooks are useful to keep grid expanded when filling cells!

OPTION A: Brick Pavers (with a layer of bedding sand or fine gravel)

Residential Driveway System with LSG Series

LEGEND

- Concrete Paver with sand joints
- Cell-Tek LSG (3", 4" or 6") with aggregate infill. Approx 1/2" - 1" adjustment layer on top
- DuPont SF20 or SF40 Non-woven Geotextile Fabric
- Compacted Subgrade

NOTES:

- Max weight per Cell Depth
- 3" = 8000 lbs (single loads 18kN)
- 4" = 110 Loading 40,000 lbs (single loads 19kN)
- 6" = 120 Loading 60,000 lbs (single loads 149kN)

OPTION B: Gravel

Non-Vegetated / Porous Paving with LSG Series (Load Support Grid)

LEGEND

- Cell-Tek LSG filled with 1/4" to 3/4" clean angular stone with 1" - 2" granular surface
- Rebar J-Hook #4 rebar (18" H or 24" H per engineer)
- DuPont SF20 or SF40 Non-woven Geotextile Fabric
- Compacted Subgrade

NOTES:

- Max weight per Cell Depth
- 3" = 8000 lbs (single loads 18kN)
- 4" = 110 Loading 40,000 lbs (single loads 19kN)
- 6" = 120 Loading 60,000 lbs (single loads 149kN)

OPTION C: Grass (sod or soil / seed)

Vegetated Green Paving with LSG Series (Load Support Grid)

LEGEND

- Cell-Tek LSG filled with aggregate / topsoil mix with 1" layer of topsoil
- Rebar J-Hook #4 rebar (18" H or 24" H per engineer)
- Triax Geogrid
- Compacted Subgrade

NOTES:

- Max weight per Cell Depth
- 3" = 8000 lbs (single loads 18kN)
- 4" = 110 Loading 40,000 lbs (single loads 19kN)
- 6" = 120 Loading 60,000 lbs (single loads 149kN)

OPTION D: Bonded gravel (Gravel-Lok®)

Permeable Gravel-Lok® Pavement

LEGEND

- Rebar Coat of Gravel-Lok liquid
- 1.5" to 2" bonded Gravel-Lok layer
- Cell-Tek LSG (3", 4" or 6") with aggregate infill. Approx 1/2" - 1" adjustment layer on top
- DuPont SF20 or SF40 Non-woven Geotextile Fabric
- Compacted Subgrade

NOTES:

- If you are using our product for the first time, please call for installation advice.
- Within 4 - 8 weeks, inspect surface for loose stones. Repair promptly. Repeat inspection and repair annually. For repair method, contact Cell-Tek Geosynthetics LLC.
- Fill liquid with stones and trowel them out (Bound Method). For a smooth surface using the Bound Method, the troweled surface must be a minimum of 3 times the thickness of the stone you are using OR
- Spread out the clean stones and sprinkle on the liquid with a watering can (Pour Bound Method). Both are permeable.
- Stones must be completely clean, dry and free from any fines.
- Angular stones will create a stronger pavement than rounded stones.
- For ADA compliance use stones which are 1/8" - 1/2" in size.



SWORN STATEMENT OF JOE PERONA IN SUPPORT OF NEW TOWER CONSTRUCTION

BY CitySwitch DevCo 1, LLC

COUNTY OF DALLAS

STATE OF TEXAS

Joe Perona, being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Texas and serve as Director — Network Planning for AT&T Wireless ("**AT&T**").

2. I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T's communications equipment and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.

3. I am familiar with the proposed tower to be constructed by CitySwitch DevCo 1, LLC ("**CitySwitch**") at 2704 County Hwy A, Ashland, WI 54806 (the "**CitySwitch Tower**"). I am also familiar with the existing communications tower (the "**ATC Tower**") owned by American Towers, LLC which is located at 2313 County Hwy A, Ashland, WI 54806. Both the existing ATC Tower and the location of the proposed CitySwitch Tower are located in AT&T's coverage search ring for this part of Ashland County.

4. AT&T currently leases space on the ATC Tower, along with related ground space at the base of the ATC Tower, to locate its communications equipment (the "**Wireless Facilities**"). AT&T has located its Wireless Facilities on the ATC Tower since January 1, 2009, but AT&T now desires to relocate its Wireless Facilities onto the CitySwitch Tower as the ATC Tower has become a high-cost antenna site structure for AT&T.

5. This sworn statement is made to attest that having its Wireless Facilities remain on the ATC Tower, which is the only existing communications support structure in AT&T's search ring, is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated its Wireless Facilities to the CitySwitch Tower.

Co-Location on the ATC Tower is Economically Burdensome

6. AT&T maintains a co-location agreement with American Towers, LLC for the ATC Tower. Under this agreement, American Towers, LLC increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the ATC Tower. AT&T anticipates future rent increases and costs from American Towers, LLC if it remains co-located at the ATC Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the ATC Tower.

7. The current rent charged by American Towers, LLC to co-locate on the ATC Tower is over 1.9 times what CitySwitch will charge AT&T to co-locate on the CitySwitch Tower. Pursuant to the agreement between AT&T and CitySwitch, annual rent increases are less than the annual rent increases charged by American Towers, LLC. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the ATC Tower versus relocating on the CitySwitch Tower is nearly 1 million dollars.

8. Since AT&T located on the ATC Tower in January 1, 2009, rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since January 1, 2009, which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from American Towers, LLC. Unlike other tower companies, American Towers, LLC has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in

decommissioning its Wireless Facilities installation on the ATC Tower and relocating to the CitySwitch Tower. Despite these relocation costs, the CitySwitch Tower remains a better co-location option for AT&T.

10. AT&T has made this determination because the current rents and other charges to co-locate on the ATC Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as CitySwitch.

11. AT&T has entered into nationwide development and master lease agreements with CitySwitch, which I am familiar with. Under these agreements, CitySwitch will construct at its own expense and own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by CitySwitch.

12. Per these agreements and as is the case with the CitySwitch Tower, AT&T pays CitySwitch rent in return for 40,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.

13. There are no other structures (other than the ATC Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

14. The economic terms imposed upon AT&T by American Towers, LLC to remain co-located on the ATC Tower are not cost-effective and are economically burdensome for AT&T especially when the nearby CitySwitch Tower presents a more competitive and flexible co-location option.

The CitySwitch Tower provides superior mobile service functionality.

15. Technological changes and market trends in the wireless communications industry require AT&T to continuously upgrade its Wireless Facilities. AT&T is also obligated to build out FirstNet, which is our country's first nationwide integrated data network for providers of emergency services.

AT&T's lease agreement for the ATC Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities


installed on the ATC Tower, it must apply to American Towers, LLC which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities.

16. Conversely, AT&T's master tower lease agreement with CitySwitch allows AT&T to rent 40,000 square inches of tower space and loading on a CitySwitch Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the CitySwitch Tower with little to no delay.

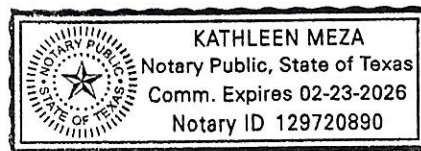


JOE PERONA

Subscribed and sworn to before me
this 6th day of February, 2026.



Notary Public State of Texas
My Commission Expires



Landowner Letter of Approval for CUP Application with the City of Ashland Wisconsin

James Lawton hereby give permission to Buell Consulting and its agents to
PRINT NAME
apply for a Conditional Use Permit for a telecommunication tower on the parcel I own
within the city limits of Ashland, WI.

Parcel ID: 201045950100.

Parcel address: 2704 County Hwy A, Ashland, WI 54806.

James Lawton Trustee
SIGNATURE
James + Carol Lawton Irrevocable Trust



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2025-AGL-15718-OE

Issued Date: 12/16/2025

LESLIE LINDEMAN
 PALM-TECH CONSULTING, LLC
 11365 Little Bear Way
 Boca Raton, FL 33428

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Crane Ashland WIC063
 County, State: Ashland, Wisconsin

Collected Point(s):

Label	Latitude	Longitude	SE	DET AGL	AMSL
pt-1	46-35-08.57N	90-49-48.42W	701 Ft	440 Ft	1141 Ft

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

****SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION****

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice to Airmen (NOTAM).

If you have any questions, please contact our office at 1-817-222-4037, or nathan.d.shelly@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-AGL-15718-OE

Signature Control No: 686207730-687270083

(TMP)

Nathan Shelly

Specialist

Additional Condition(s) or Information for ASN 2025-AGL-15718-OE

Proposal: To construct and/or operate a(n) Crane to a height of 440 feet above ground level, 1141 feet above mean sea level.

Location: The structure will be located 4.3 nautical miles northeast of ASX Airport reference point.

Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:

Aeronautical study revealed that the temporary structure will not exceed any Part 77 obstruction standard. Aeronautical study confirmed that the temporary structure will have no effect on any existing or proposed arrival, departure or en route instrument/visual flight rules (IFR/VFR) operations or procedures. Additionally, aeronautical study confirmed that the temporary structure will have no physical or electromagnetic effect on the operation of air navigation and communications facilities and will not impact any airspace and routes used by the military. Based on this aeronautical study, the FAA finds that the temporary structure will have no adverse effect on air navigation and will not impact any aeronautical operations or procedures.

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M Change 1, Obstruction Marking and Lighting, flags/red lights-Chapters 3(Marked),4,5(Red),14(Temporary),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

This determination expires on 06/16/2027 unless extended, revised, or terminated by the issuing office.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed within 5 days after the temporary structure is dismantled.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

Recommend lowering the crane when not in use, between sunset and sunrise, and during low visibility conditions (ceiling <1000 feet, visibility <3 miles)





December 20, 2025

Mr. Tim Cook
CitySwitch

RE: Proposed 405' Sabre Guyed Tower for Ashland, WI (WIC063)

Dear Mr. Cook,

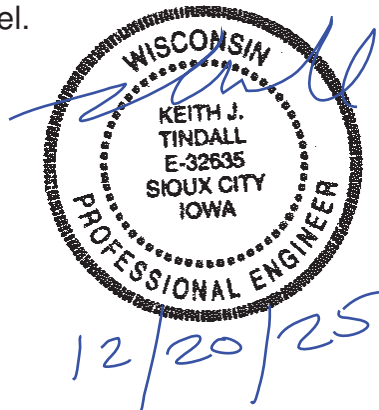
Upon receipt of order, we propose to design and supply the above referenced guyed tower for a Basic Wind Speed of 105 mph without ice and 50 mph with 1-1/2" ice, Risk Category II, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures".

When designed according to this Standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors. Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower legs. This would result in a buckling failure mode, where the steel legs would bend beyond their elastic limit (beyond the point where the legs would return to their original shape upon removal of the wind load).

Assuming that the wind pressure profile is similar to that used to design the tower, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section, leading to an accordion-like collapse to the ground. **Please note that this letter applies only to the above referenced tower designed and manufactured by Sabre Industries.** This would result in a fall radius of 190 feet or less at ground level.

Sincerely,

Keith J. Tindall, P.E., S.E.
Vice President, Telecom Engineering



sabre

Sabre Industries, Inc.



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2025-AGL-15717-OE

Issued Date: 12/18/2025

LESLIE LINDEMAN
 PALM-TECH CONSULTING, LLC
 11365 Little Bear Way
 Boca Raton, FL 33428

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Ashland WIC063
 County, State: Ashland, Wisconsin

Collected Point(s):

Label	Latitude	Longitude	SE	DET AGL	AMSL
pt-1	46-35-08.57N	90-49-48.42W	701 Ft	410 Ft	1111 Ft

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M Change 1, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 06/18/2027 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 1-817-222-4037, or nathan.d.shelly@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-AGL-15717-OE.

Signature Control No: 686207403-687556480

(DNE)

Nathan Shelly
Specialist

Attachment(s)

Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

BASIS FOR DECISION:

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

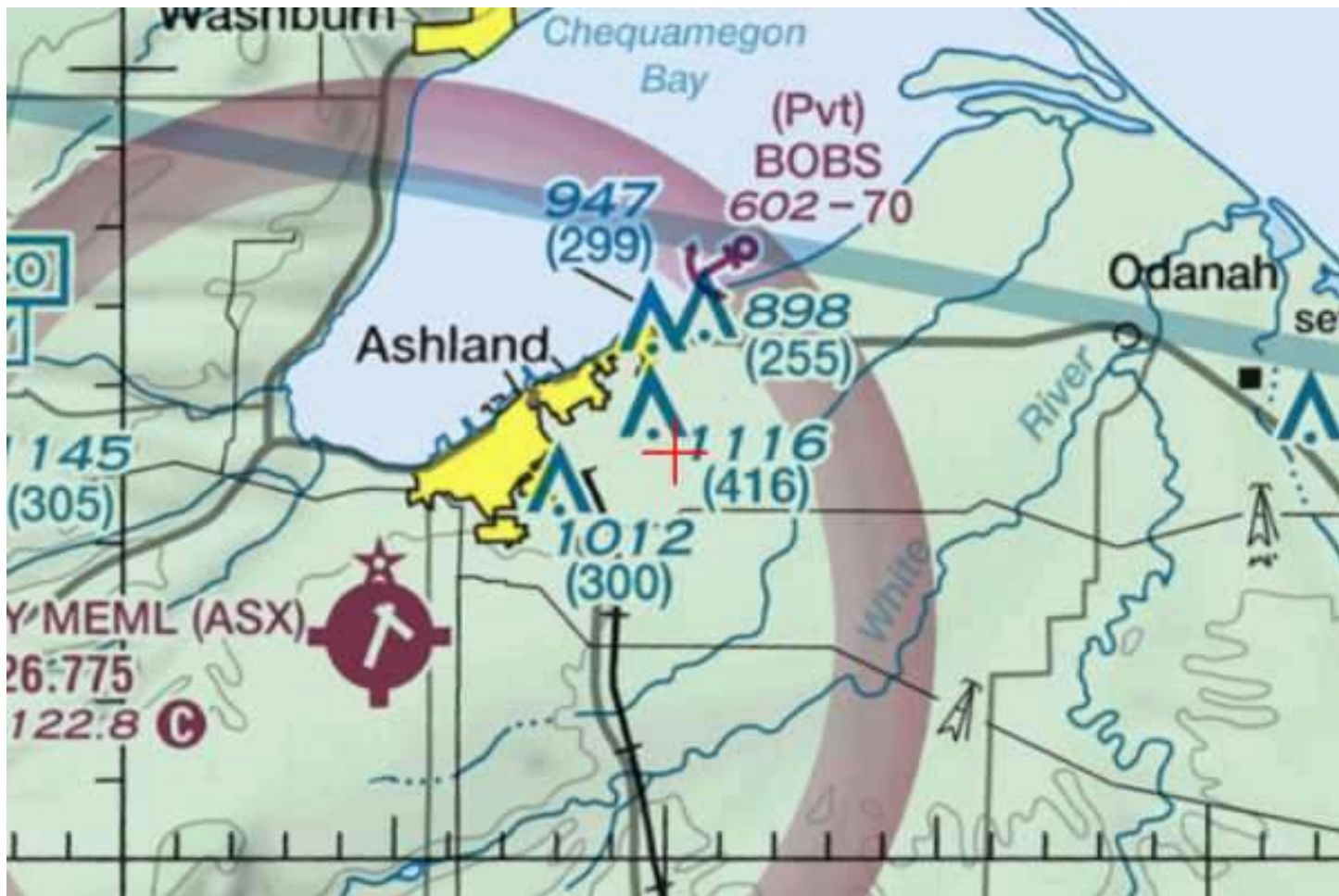
Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

New Tower with approved CBAND

Frequency Data for ASN 2025-AGL-15717-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	GHz	55	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1640	W







March 17, 2026

City of Ashland, WI
Planning & Development Office
Attn: Steven Wiley, Director of Planning & Development
601 Main Street West
Ashland, WI 54806

RE: Conditional Use Permit Application to erect a new communication tower
Address: 2704 County Hwy A, Ashland, WI 54806
Parcel: 201-04595-0100
Applicant: Karl Gerber, Buell Consulting, on behalf of CitySwitch

Dear City of Ashland Planning Commission,

It has come to our attention that CitySwitch & AT&T are proposing the development of a new telecommunications facility located approximately 0.4 miles from an existing 400 ft guyed telecommunications tower owned and operated by American Tower. Our facility is situated on a nearby parcel identified as parcel # 201-05133-0000 with the address of 2313 County Hwy A, Ashland, WI 54806.

This letter serves to formally notify the City of Ashland Planning Commission that American Tower is prepared to collaborate with CitySwitch & AT&T to identify a viable alternative solution, as a suitable facility currently exists within a half (1/2) mile from the newly proposed site.

American Tower remains committed to fostering cooperation and exploring feasible solutions that meet the needs of all parties to further minimize unnecessary infrastructure duplication.

Should you require additional information or wish to discuss this matter further, please do not hesitate to contact me via email at janicy.canales@americantower.com or by phone at 781-926-4556.

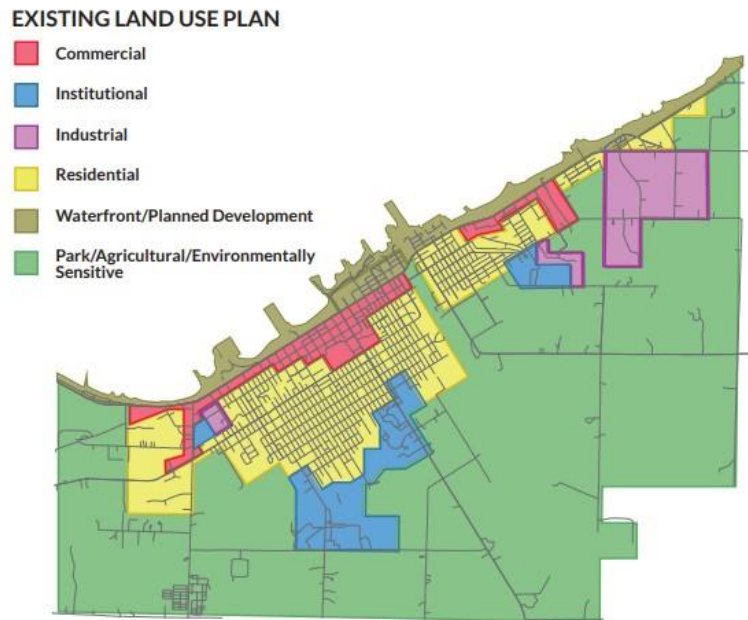
Sincerely,


Janicy Canales (she/her/hers)
Attorney
American Tower Corporation

- Approving this rezoning may set a precedent. How will the board ensure this doesn't lead to overdevelopment or multiple towers in proximity **CONSIDERING THERE IS ALREADY A TOWER NEAR BY!**
- What consideration has been given to property values for nearby residents?
- There already is a tower close by! Have all co-location options been fully explored? Many communities prioritize using existing towers or structures before approving new ones.
- There is already a cell tower in close proximity. Can the applicant demonstrate why an additional tower is necessary rather than upgrading or co-locating on the existing structure? I know that they do not like to "share" towers, however many cities are taking this approach now due to in the past.
- "What specific coverage gap or capacity issue is being addressed, and is there data to support that need?"

The picture is directly from the Ashland zoning and development's website. This area is considered

Park/Agricultural/Environmentally Sensitive



Not industrial.

Authentic Ashland | PART ONE | A Comprehensive Plan for Ashland, Wisconsin, February 2017

Might I reiterate, there already is a tower close by. We do not need another tower. I am strongly against this re zone idea.

I ask the board to carefully consider whether this location and approach are truly necessary, and to prioritize solutions that minimize impact on the community.

April 22nd, 2026 Email from Byron Mackey

-Byron Mackey
2208 County Highway A
Ashland.

SUBJECT: Resolution to Combine Wards and Establish the Polling Places for the August 11, 2026 Partisan Primary Election, and the November 3, 2026 General Election (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS: 1. Proposed Resolution No. 17876

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:

WI State Statute 5.15(6)(b) requires the City Clerk to submit a resolution to the Common Council for approval, establishing polling places and combined wards for the Partisan Primary and General Election.

The Clerk's office has shown that one polling place, the Bretting Community Center, has been sufficient for all City of Ashland voters to access and efficiently vote during elections with an expected high voter turnout. This has also proven to be more cost-efficient for workers and equipment.

Both the August and November elections are for federal contests, thus there will only be one ballot style for all City voters regardless of ward or district.

The Clerk's office is requesting approval of the resolution combining wards and polling places for the remaining 2026 elections.

RESOLUTION No. 17876

RESOLUTION TO COMBINE WARDS AND ESTABLISH THE POLLING PLACES FOR THE AUGUST 11, 2026 PARTISAN PRIMARY ELECTION, AND THE NOVEMBER 3, 2026 GENERAL ELECTION

WHEREAS, the City of Ashland will hold a Partisan Primary Election on August 11, 2026 and a General Election on November 3, 2026; and

WHEREAS, the Council must establish official polling places for elections; and

WHEREAS, combining wards strategically ensures easy and simple result reporting; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that Wards shall be combined and Polling Places shall be designated as follows for the August 11, 2026 Partisan Primary and November 3, 2026 General Election:

Reporting Unit	City Wards	Aldermanic Districts	Polling Location for All Wards
1	1-21	1-7	Bretting Community Center (404 th Ave W)
2	22		

PASSED: May 26, 2026

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney