



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, June 30, 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. June 9, 2026 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. ADMINISTRATOR'S REPORT

7. PUBLIC HEARING

A. Public Hearing Regarding a request to vacate City Right-of-Way including undeveloped portions of 21st Avenue East and 7th Street East located east of the City of Ashland Public Works Facility and west of 22nd Street defined as follows:

A portion of 21st Ave. E. & 7th St. E. located adjacent to Blocks 88, 111 & 113 of Lake Shore Addition as located in portions of the SE ¼ - NW ¼ & NE ¼ - SW ¼, Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N ¼ corner of said section; Thence S00°23'35"W along the monumented east line of the NW ¼ a distance of 1,400.32 feet to the intersection with the northerly right of way of 7th St. E. which is the Point of Beginning; Thence S00°23'35"W and continuing along said monumented east line a distance of 78.28 feet to the intersection with the southerly right of way of 7th St. E.; Thence S57°51'37"W along said southerly right of way a distance of 107.35 feet; Thence N59°41'20"W a distance of 176.29 feet to the intersection with the west line of 21st Ave. E.; Thence N32°23'51"W along said west line a distance of 208.29 feet to the southerly right of way of 6th St. E.; Thence N57°47'15"E along said southerly right of way a distance of 60.00 feet to the intersection with the easterly right of way of 21st Ave. E.; Thence S32°23'51"E along said right of way a distance of 298.67 feet to the intersection with the northerly right of way of 7th St. E.; Thence N57°51'37"E along said right of way a distance of 170.58 feet to the Point of Beginning. (*Planning and Development*) Roll

8. CONSENT AGENDA

- A. **Miscellaneous Minutes**
- B. **Restructuring Fleet Maintenance Manager Position** (*Public Works*)
- C. **Application for an Alcohol Beverage License for Class B Fermented Malt Beverage and Class C Wine for Applicant Frankies Family Pizza LLC dba Frankie's Pizza at 1315 Front Street East, Ashland, and Agent Michael Welty** (*Clerk*)
- D. **Application for an Alcohol Beverage License for Class B Fermented Malt Beverage and Class B Intoxicating Liquor for Applicant Tarasco LLC dba Tarasco Mexican Restaurant at 2320 Lake Shore Drive West, Ashland, and Agent Jose Alvarez** (*Clerk*)

9. OLD BUSINESS

- A. **Professional Services Proposal from MSA Professional Services, Inc. to Complete the 2026 Comprehensive Plan Update** (*Planning and Development*) Roll

10. NEW BUSINESS

- A. **Resolution to Discontinue Undeveloped Right of Way Located at that Portion of 21st Avenue East Adjacent to Parcel No. 201-03768-0000 and No. 201-03717-0000, and Undeveloped Right of Way Adjacent to Parcel No. 201-03717-0000 and No. 201-05077-0200** (*Planning and Development*) Roll
- B. **Resolution to Approve a Request to Transfer City-Owned Property Including a Portion of Parcel No. 201-03768-0000, Parcel No. 201-03717-0000, a Portion of Parcel # 201-03772-0000, a Portion of Parcel # 201-05077-0200, and Undeveloped Right-of-Way Areas between these Parcels**

and Combined via Certified Survey Map, Zoned Heavy Industrial (HI) and Public Institutional (PI), and Convey said Land Area to Bill Gast or Brian Olby (*Planning and Development*) Roll

- C. **Resolution to Approve a Request for the City of Ashland to Acquire Parcel No. 201-004490-0000, No. 201-04498-0000, No. 201-04499-0000, and No. 201-04500-0000, Owned by the Willian and Ann Gast Trust; Applicant: City of Ashlan Planning and Development Department** (*Planning and Development*) Roll
- D. **Ordinance to Amend Chapter 800 (1130) Ordinance to Amend the Official Zoning Map of the City of Ashland, Ashland City Ordinances, to Rezone Portions of Parcels No. 201-03768-0000 and No. 201-03772-0000, and Parcel No. 201-03717-0000 from Public Institutional (PI) to Heavy Industrial (HI), to be included as a combined parcel via Certified Survey Map** (*Planning and Development*) Roll
- E. **Consider a Resolution to Acknowledge Review of the 2025 Compliance Maintenance Annual Report (CMAR) for the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code** (*Public Works*) Roll

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

- A. **Pursuant WI Statute 19.85(1)(c): "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility."** (*Fire Department*)
- B. **Return to Open Session** (*Voice*)
- C. **Report of Action Taken During Closed Session**

12. 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, June 9, 2026 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

PRESENT: Kevin Seefeldt (6:03), Shawn Brede, Peter Levi, Andrew Goyke, Paul Vig, Charlie Ortman, Nancy Sztynodor

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

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **May 26, 2026 City Council and Committee of the Whole Meeting Minutes**

Levi asked to correct the identification of the speaker during Agenda Item 9A. A motion by Goyke and seconded by Sztynodor to approve the amended minutes, carried 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:

Citizens who spoke to the flower well project on Main Street were Mary Beth Monroe, 614 10th Ave W; Susan Lee, business owner at 618 Main St W; Gabrielle Block, Main Street business owner; Heidi Pflanzner, business owner at 408 Main St W; Susan Robinson, 1307 3rd St W; Dawn Berglund, 912 3rd St W; Kristi Knutson, 115 Main St; Joanne Erickson, 3300 City Heights Rd; Es. Guitar Lee, 2011 Main St E; Natalie Skinnes, business owner at 411 Main St W; and Mary McPhetridge, Chamber Director. Also, Tony Dahlberg, owner of Copper Creek Roofing, spoke about the bid for the Vaughn Library roof repair project.

5. MAYOR'S REPORT

- A. **Firefighter/EMT Kruzan Oath of Office**
- B. **Firefighter/Paramedic Coda EMS Provider of the Year**
- C. **Announcements**

MacKenzie spoke of the city-wide clean-up that occurred over the past weekend although did not have final numbers at that time. Utility Supervisor Brian Ledin offered a memo to Councilors. Resurfacing was done on Main Street West, and striping will be done next week. The Clean Sweep will be taking place on June 11, 2026 at ABC Raceway.

6. ADMINISTRATOR'S REPORT

Kucera noted the City had been talking about the flower well project for the past couple of years, and it was noticed on Facebook before the city crew started work. He talked of the past investments the City has made in the downtown, and said that the City crew would be doing the work and much of the maintenance of the flower wells. He also offered a PowerPoint showing other cities who have successfully done flower wells in their downtowns.

7. CONSENT AGENDA

- A. **Miscellaneous Minutes**
- B. **May 2026 Permitting and Property Maintenance Reports**
Seefeldt moved, seconded by Levi to approve the Consent Agenda. The motion passed unanimously by voice vote.

8. PUBLIC HEARING

- A. **Public Hearing Regarding Sidewalk Special Assessments for the 2026 Prentice Avenue Phase 2 Project** (*Public Works*) Roll
A motion by Seefeldt and seconded by Goyke to enter into Public Hearing was approved unanimously by roll call vote. Butler spoke to the item and noted no public comment was received prior to the meeting. Hearing no citizen comment at this time, Sztynдор moved, seconded by Seefeldt, to close this public hearing. This motion carried unanimously by voice vote.
- B. **Public Hearing Regarding Sidewalk Special Assessments for the 2026 13th Avenue East Reconstruction Project** (*Public Works*) Roll

A motion by Szyndor and seconded by Goyke to enter into Public Hearing was approved unanimously by roll call vote. Butler began discussion by noting that he did receive a number of phone calls prior to the meeting regarding this project. Isaiah Majetich, 314 13th Ave E spoke to Council questioning the need for sidewalks on both sides of the avenue. Seeing no other citizens wishing to comment, Goyke moved, seconded by Vig, to close the public hearing. This motion carried unanimously by voice vote.

9. OLD BUSINESS

- A. **Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the 2026 Prentice Avenue Phase 2 Project** *(Public Works)* Roll
A motion by Ortman, seconded by Szyndor to approve the resolution, passed unanimously by roll call vote.
File #17878
- B. **Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the 2026 13th Avenue East Reconstruction Project** *(Public Works)* Roll
A motion by Ortman, seconded by Szyndor to approve the resolution, passed unanimously by roll call vote.
File #17879
- C. **Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Safe Drinking Water Loan Program for SFY2027 13th Avenue East Water Main Replacement Project** *(Public Works)* Roll
A motion by Ortman, seconded by Goyke to approve the resolution, passed unanimously by roll call vote.
File #17880
- D. **Leak Credit Policy for Water/Wastewater Utilities** *(Public Works)*
A motion by Goyke, seconded by Szyndor to approve the policy, passed unanimously by voice vote.
- E. **Applications for City Issued Licenses and Permits for Alcohol Beverages, Tobacco, Arcade and Coin-Operated Games, Mobile Home, Recycling and Salvage Operations, and Taxi Cabs** *(Clerk)* Voice
A motion by Seefeldt, seconded by Vig to approve the applications, passed unanimously by voice vote.
- F. **Ordinance to Amend Chapter 544 (1026) Vehicular Stopping And Parking, Ashland City Ordinances to Include Overnight Parking Restrictions in the Downtown** *(Clerk)*
A motion by Ortman, seconded by Szyndor to approve the ordinance, passed unanimously by roll call vote.
File #2026-2040
- G. **Ordinance to Amend Chapter 922 (1488) Alcoholic Beverages Regulation, Ashland City Ordinances to Include a Penalty for Late Submissions** *(Clerk)* Roll

A motion by Ortman, seconded by Sztynдор to approve the ordinance, passed unanimously by roll call vote.

File #2026-2041

10. NEW BUSINESS

A. **Accept Bid from JGJ Dirt, LLC and Award a Contract for the 2026 Willis Ave Watermain Replacement Project** (*Public Works*) Roll

A motion by Sztynдор, seconded by Goyke to approve the bid for \$111,070.85, passed unanimously by roll call vote.

B. **Accept a Bid from Nasi Roofing, LLC and Award a Contract for the 2026 Vaughn Library Roof Replacement Project** (*Public Works*) Roll

A motion by Ortman, seconded by Goyke to approve the bid for \$50,760.00, passed unanimously by roll call vote.

11. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

COMMITTEE OF THE WHOLE MEETING MINUTES

The Tuesday, June 9, 2026 City of Ashland Committee of the Whole Meeting was called to order by Mayor Matthew Mac Kenzie at 7:50 PM..

1. **Roll Call**

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

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Steven Wiley, Fire Chief Stuart Matthias, Police Chief Brandon Marten, and other interested citizens.

2. **Approval of Agenda**

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

Council President Ortman, attending virtually, requested that Mac Kenzie lead the meeting in his place.

3. **Council President's Report**

Ortman did not offer a report.

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

A. **Review Draft Ordinance Amendments to Chapter 507 (1691) Operation Of All-Terrain Vehicles (ATVs) And Utility-Terrain Vehicles (UTVs) (Police Dept)**

After much discussion, Council recommended changes be made to the draft ordinance and return the item to the next Committee of the Whole meeting.

B. **Review Draft Ordinance Creating Chapter 508 (2026-XXXX) Operation of Golf Carts (Police Department)**

Council offered a few changes and asked the item be brought back to the next Committee of the Whole meeting for further review.

C. **Permit the Fire Department to Submit an Application for an Assistance to Firefighter's Grant (Fire Department)**

A motion by Ortman, seconded by Szyndor to allow that the application be submitted, passed unanimously by voice vote.

D. **Permit the Fire Department to Submit an Application for a Wisconsin Department of Natural Resources Forest Fire Protection Grant (Fire Department)**

A motion by Ortman, seconded by Kevin Seefeldt to allow that the application be submitted, passed unanimously by voice vote.

- E. **Review Professional Services Proposal from MSA Professional Services, Inc. to Complete the 2026 Comprehensive Plan Update (*Planning and Development*)**

A motion by Seefeldt, seconded by Szyndor to forward the item to the next Council meeting for formal approval, passed unanimously by voice vote.

- F. **Continued Discussion and Update Regarding the City of Ashland's EV Charging Stations (*Administrator*)**

Kucera introduced the item and offered to bring back an agreement for review and approval at a future meeting. No action was taken at this time.

- G. **Restructuring Fleet Maintenance Manager Position (*Public Works*)**

Butler introduced the item. A motion by Szyndor, seconded by Seefeldt to advance the item to the next Council meeting for formal approval, passed unanimously by voice vote.

As Council did not feel enough time would allow, Goyke moved, seconded by Szyndor to table the last agenda item to the next Committee of the Whole meeting. The motion carried unanimously by voice vote.

5. **Adjournment**

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2025-124

COUNCIL AGENDA: 5.B.
(6/30/2026)

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

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: NA

SUMMARY STATEMENT:

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

Board of Zoning Appeals

David Eades, reappointment, term to expire June 30, 2029

Board of Review

David Eades, appointment as alternate member, term to expire June 10, 2031

BART Board

Carl Doersch, reappointment, term to expire July 1, 2028

SUBJECT: Public Hearing Regarding a request to vacate City Right-of-Way including undeveloped portions of 21st Avenue East and 7th Street East located east of the City of Ashland Public Works Facility and west of 22nd Street defined as follows:

A portion of 21st Ave. E. & 7th St. E. located adjacent to Blocks 88, 111 & 113 of Lake Shore Addition as located in portions of the SE ¼ - NW ¼ & NE ¼ - SW ¼, Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N ¼ corner of said section; Thence S00°23'35"W along the monumented east line of the NW ¼ a distance of 1,400.32 feet to the intersection with the northerly right of way of 7th St. E. which is the Point of Beginning; Thence S00°23'35"W and continuing along said monumented east line a distance of 78.28 feet to the intersection with the southerly right of way of 7th St. E.; Thence S57°51'37"W along said southerly right of way a distance of 107.35 feet; Thence N59°41'20"W a distance of 176.29 feet to the intersection with the west line of 21st Ave. E.; Thence N32°23'51"W along said west line a distance of 208.29 feet to the southerly right of way of 6th St. E.; Thence N57°47'15"E along said southerly right of way a distance of 60.00 feet to the intersection with the easterly right of way of 21st Ave. E.; Thence S32°23'51"E along said right of way a distance of 298.67 feet to the intersection with the northerly right of way of 7th St. E.; Thence N57°51'37"E along said right of way a distance of 170.58 feet to the Point of Beginning. *(Planning and Development) Roll*

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

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

EXHIBITS:

**EXPENDITURES
REQUIRED:** NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH CHAPTER 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Council voted to introduce a resolution to vacate the subject City rights-of-way at the May 12, 2026 Council meeting. Staff referred the item to Plan Commission for a recommendation. The Plan Commission held a Public Hearing and voted to recommend discontinuance of the rights-of-way at the May 19, 2026 Plan Commission meeting. Staff scheduled the required Class III public hearing notice to publish in the June 4, June 11, and June 18, 2026 print editions of the Ashland Daily Press. Additionally, the June 30, 2026 meeting date meets the 40-day minimum requirement between the introduction of the resolution to vacate the rights-of-way. The required notification letter was sent to the City Clerk since the City owns the property abutting the rights-of-way in question. Public hearing notices were also sent to property owners whose properties are within 200 feet of the rights-of-way to be discontinued. Therefore, staff recommends that the Council hold the required Public Hearing as provided for in state statutes to hear citizen input.



PARKS & REC COMMITTEE MEETING

June 15, 2026 at **6:00 PM**

BRETTING COMMUNITY CENTER
400 4TH STREET WEST
ASHLAND WI 54806

MEETING MINUTES

1. Roll Call
2. Approval of Agenda
3. Consent Agenda
4. Public Comment (non-agenda items)
5. Action Items:
 - A. Trail Expansion Update: bike and pedestrian plan
 - B. Urban Forestry Update:
 - More ash tree removal – mostly throughout Prentice Park and boulevards
 - Update tree ordinance 454 to include more information on allowable trees, diseases, ownership, etc (will hire this out to Bluestem Forestry Consulting)
 - I am going to the last session of the Community Tree Management Institute through the DNR in a couple of weeks, focusing on tree identifications
 - Our intern Hannah will help me update our tree inventory
 - C. Waterfront Development Update:
 - 106 Group visit beginning of June- entering design phase
 - D. Beaser Garden Update
 - Open plots- future changes regarding plots TBD
 - E. Boat Landing Naming- APR will send out an online survey for community to participate
 - F. Upcoming Park Events- Discussion Only- Storm Drain Presentation. Added future discussion- what do we want/need in our public works leadership?
6. Future Discussion Items
 - a. Purple Park Fundraising- community forums including parents, look into northland adaptive equipment out of Duluth,

7. ADJOURNMENT

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106GROUP

Main Office
550 Vandalia St
Suite 102
St Paul MN 55114

Locations
Boston MA
Richmond VA
Washington DC

106group.com

Ashland Interpretive Signage Site Visit Report

Dates & Participants

June 1-2, 2026

Julie Davis, Planner & Writer, 106 Group
Andrew Devich, Graphic Designer, 106 Group

Catlyn Cornelius, Director of Parks & Recreation, City of Ashland
Madison Krzciok, Engineer, City of Ashland
Haley Makela, Director of Economic Development, City of Ashland
David D’Acquisto, Deputy THPO, Bad River Band of Lake Superior Chippewa
Larry Plucinski, THPO, Bad River Band of Lake Superior Chippewa
Lynn Hall, Manager, Xcel Energy Plant

Site Visit Itinerary

Day One: 6/1

Time/Location	Component	Notes
2:15-5:00 Meet outside of Pearson Plaza behind City Hall	Guided Tour of Selected ARTS Sites: <ul style="list-style-type: none">• 6th Ave. Beach• Marina scenic overlooks• Memorial Park• Maslowski Beach• Prentice Park• Bayview Beach	Participants: <ul style="list-style-type: none">• Cat Cornelius• Madison Krzciok• Lynn Hall• Larry Plucinski• David D’Acquisto

Day Two: 6/2

Time/Location	Component	Notes
10:00-12:30 Ashland Public Library	Planning Workshop & Closing Meeting	Participants: <ul style="list-style-type: none">• Cat Cornelius• Haley Makela
12:30-2:30	Site documentation & visit to Washburn Lakefront Walking Trail	106 Group on our own

Selected Sign Locations

6th Ave. Beach

1 orientation sign with interpretive trail overview

Ellis Ave.

1 interpretive sign

Alternative location: Marina scenic overlook TBD

Maslowski Beach

2 interpretive signs

Bayview Beach

1-2 interpretive signs

Interpretive Messages

Trail-Wide Main Message (DRAFT)

Over thousands of years of living, working, and traveling along these shores, people have developed different kinds of relationships to Chequamegon Bay. From the first Indigenous inhabitants to today's residents and visitors, people have related to the Bay and its landscapes as:

- *An ecosystem*
- *An abundant source of life-giving sustenance*
- *A responsibility to steward, protect, and restore*
- *An industrial and commercial resource*
- *A place for recreation and enjoyment*
- *A source of beauty and inspiration*

Topics by Location

6th Ave. Beach

- Trail-wide main message
- How do YOU relate to Chequamegon Bay?
- Trail map showing points of interest and distances

Ellis Ave. (or other Marina scenic overlook)

- Relationships to/perspectives on/uses of water and fish in the Bay/Lake Superior over time
- Ojibwe fishing camps
- Impacts of industrial and commercial development on the Bay's water and fish
- Efforts to clean up and restore the health of the water

Maslowski Beach

- Sign 1 (facing the Bay):
 - This is Ojibwe Homeland
 - Meaning of the Ojibwe word "Chequamegon"

- Ojibwe story of how Madeline Island and the other Apostle Islands were formed
- Significance of Madeline Island for Ojibwe history and culture
- Sign 2 (facing the highway):
 - Across the road, at present-day Prentice Park, was the site of a large, year-round Ojibwe village.
 - An abundance of life-giving resources. allowed Ojibwe people to thrive here: Bay/Lake, wetlands, creeks, and forests. They practiced sustainable stewardship of these resources, striving to live in balance as part of the ecosystem.
 - Increasing European American settlement, commerce, and industry pressured Ojibwe bands to sign treaties that ceded much of their territory and reduced their land base to reservations.
 - The original Bad River reservation included all of present-day Ashland before it was further reduced to today's boundaries.
 - Ojibwe people are still here, and they continue to maintain a deep cultural relationship to, and a stewardship responsibility for, the waters and landscapes of Chequamegon Bay.

Bayview Beach

- Waterfront industries: lumber mills, railroad, shipping, ice harvesting
- Ashland as an industrial hub and busy, bustling port
- Impacts of waterfront industries on Ashland's development, economy, immigration
- Impacts of waterfront industries on the environment
- Post-industrial clean-up and restoration here at this location
- Tern Island

Design Style (Preliminary)

- Complement existing color palettes and branding used by the City of Ashland and the Chamber of Commerce without replicating them.
- Emphasize organic, nature-inspired, earth-based colors targeting rich jewel tones.
- Provide a vibrant, modern, welcoming design.
- Potentially incorporate shapes evoking fish, plants, water, and/or landforms in the Bay.
- Potentially incorporate mosaic-inspired patterns.

SUBJECT: Restructuring Fleet Maintenance Manager Position (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator

EXHIBITS:

EXPENDITURES REQUIRED: \$1,800 - 2026 Budget Fund 100

AMOUNT BUDGETED: \$2,000 - 2026 Budget Fund 100

APPROPRIATION REQUIRED: \$3,600 - 2027 Budget Fund 100

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:

At the June 9, 2026 Committee of the Whole meeting, the Council discussed the Public Works Director's proposal the idea of restructuring the City's Fleet Maintenance Manager role into a Fleet Maintenance Manager/Streets Operations Manager role.

Randy Tody is the City's Fleet Maintenance Manager and supervises operations in the City mechanic's shop. Mr. Tody has 15 years of service with the City and also assists with many operations in the Streets Division. In the Fleet Maintenance Manager/Streets Operations

Manager role, he would assume responsibility for supervision of the Streets Foreman and Electrical Technician and report to the Public Works Director. The primary purpose of the change is to provide additional leadership and oversight of day-to-day activities within the Streets Division.

Mr. Tody is fully capable of providing these services and has agreed that he can do so while continuing to oversee and work in the mechanic's shop.

The City Administrator is proposing a pay increase from \$31.55/hr (\$65,624/yr) to \$33.05/hr (\$68,744/yr). He is also requesting approval for additional expenditure of \$1,800 in the 2026 Public Works operating budget. Funds are available in the 2026 Public Works Operating budget for this purpose. The cost of the wage increase would then be included in the 2027 Public Works Operating budget and is estimated to total \$3,600 (including payroll taxes).

City Ordinance [Chapter 78](#) specifies that modifications to employee compensation must be approved by the Council.

SUBJECT: Application for an Alcohol Beverage License for Class B Fermented Malt Beverage and Class C Wine for Applicant Frankies Family Pizza LLC dba Frankie's Pizza at 1315 Front Street East, Ashland, and Agent Michael Welty (Clerk)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer

- EXHIBITS:**
- 1. Application for Alcohol Beverage License
 - 2. Appointment of Agent
 - 3. Individual Questionnaire - redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 23, 2026 that Frankies Family Pizza LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Frankies Family Pizza LLC dba Frankie's Pizza has applied to the City Clerk for a Class B Fermented Malt Beverage and Class C Wine License for the 2026-2027 licensing year. Approval is requested contingent upon completion of the submitted forms, and completion of a required form for the Agent.

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

Application Type (check one)

Initial (New) Renewal

License(s) Requested: (up to two boxes may be checked)	Fees								
<input type="checkbox"/> Class "A" Beer \$ _____ <input checked="" type="checkbox"/> Class "B" Beer \$ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">License Fee(s)</td> <td style="width: 20%;">\$</td> </tr> <tr> <td>Background Check Fee</td> <td>\$</td> </tr> <tr> <td>Publication Fee</td> <td>\$</td> </tr> <tr> <td>Total Fees</td> <td>\$</td> </tr> </table>	License Fee(s)	\$	Background Check Fee	\$	Publication Fee	\$	Total Fees	\$
License Fee(s)	\$								
Background Check Fee	\$								
Publication Fee	\$								
Total Fees	\$								
<input type="checkbox"/> "Class A" Liquor \$ _____ <input type="checkbox"/> Regular "Class B" Liquor \$ _____									
<input type="checkbox"/> "Class A" Liquor (cider only) \$ _____ <input type="checkbox"/> Reserve "Class B" Liquor \$ _____									
<input checked="" type="checkbox"/> "Class C" Liquor (wine only) \$ _____ <input type="checkbox"/> Above-Quota "Class B" Liquor \$ _____									

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Frankies Family Pizza LLC

2. Business Trade Name or DBA
Frankies Family Pizza LLC

3. FEIN *93 - 1996572* 4. Wisconsin Seller's Permit Number *456-1031468935-04*

5. Entity Type (check one)
 Sole Proprietor Partnership Limited Liability Company Corporation Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? Yes No
 If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization *Wisconsin* 8. Date of Organization 9. Wisconsin DFI Registration Number

10. Premises Address
1 Lake Shore Drive East

11. City *Ashland* 12. State *WI* 13. Zip Code *54806*

14. County *Ashland* 15. Governing Municipality: City Town Village
 of: *Ashland* 16. Aldermanic District

17. Premises Phone *715-682-9800* 18. Premises Email 19. Website

20. Premises Description
Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same.

21. Mailing Address (if different from premises address)

22. City *Ashland* 23. State *WI* 24. Zip Code *54806*

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No
 If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. Yes No
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or wholesaler? Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

(For corporations, limited liability companies, and nonprofit organizations only) I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name		First Name		M.I.
Title	Email		Phone	
Signature <i>Cheryl S. Motel</i>			Date 5-26-26	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage License Application
Appendix A - List of Persons Involved in the Applicant Business

Instructions

This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications. The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law:

- Sole proprietor
- All partners of a partnership
- All officers, directors, and agent of a corporation or nonprofit organization
- All members or managers, and agent of a limited liability company

Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary.

Each person holding a title named above must submit the most accurate Form AB-100 with this application.

Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.

1. Legal Business Name (Individual name if sole proprietorship)

Frankie Family Pizza LLC

3. FEIN

2. Business Trade Name or DBA

Frankie

Listing of Persons Involved in Applicant Business

First Name and Middle Initial	Last Name	Title/Relationship to Applicant Business	Phone Number	Email	Status*
Cheryl S.	Motel	President/Member	715-685-8078	Jamara@gmail.com	No Change
Billy D.	Reerley	Registered Member	715-341-3409	billy-beerley@yahoo.com	New

Application Type (check one)
 Initial (New) Renewal
 License Period
***Status Definitions**
New: All entries on a new application or any person added to a renewal application for the first time.
Remove: This person no longer has a relationship to the applicant business.
Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.
No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <i>Frankie Family Pizzas LLC</i>	
2. Business Trade Name or DBA <i>Frankie</i>	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name <i>Welty</i>	2. First Name <i>Michael</i>	3. M.I.	
4. Email		5. Phone	
6. Home Address			
7. City <i>Ashland</i>	8. State <i>WI</i>	9. Zip Code <i>54806</i>	10. Date of Birth
11. Driver's License/State ID Number		12. Driver's License/State ID State of Issuance	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Motel</i>		First Name <i>Cheryl</i>		M.I. <i>S.</i>
Title <i>President - Member</i>		Email <i>rsunroses@gmail.com</i>		Phone <i>715-685-8078</i>
Signature			Date	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Welty</i>		First Name <i>Michael</i>		M.I.
Signature			Date	

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor)	Frankie Family Pizzeria LLC
2. Business Trade Name or DBA	Frankie
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name	2. First Name	3. M.I.	
Deerley - Motel	Billie - Cheryl	P. S.	
4. Relationship to Business (Title)	5. Email	[REDACTED]	
Registered Agent Member	[REDACTED]		
7. Home Address			
9292 Spring Bay Road ÷ 1015 Front Street East			
8. City	9. State	10. Zip Code	11. Date of [REDACTED]
Webster - Ashland	WI	54897	[REDACTED]
12. Driver's License/State ID Number	13. Driver's License/State ID, State of Issuance		
[REDACTED]	[REDACTED]		

Part C: Address History							
1. Do you currently live in Wisconsin?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, provide the month and year when you permanently moved to Wisconsin			06/2007 - cm				
2. List in chronological order all of your addresses within the last 5 years . Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
9292 Spring Bay Road	Webster	WI	54897				
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
SD	Hughes	SD	Charles Mix				
WI	Ashland	WI	Burrutt	WI			

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature <i>Billy Dees</i> $\frac{1}{2}$ <i>Charles Matal</i>	Date <i>5-24-26</i> <i>5-24-26</i>

SUBJECT: Application for an Alcohol Beverage License for Class B Fermented Malt Beverage and Class B Intoxicating Liquor for Applicant Tarasco LLC dba Tarasco Mexican Restaurant at 2320 Lake Shore Drive West, Ashland, and Agent Jose Alvarez (*Clerk*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer

- EXHIBITS:**
- 1. Application - redacted
 - 2. Individual Questionnaire - redacted
 - 3. Appointment of Agent - redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 23, 2026 that Tarasco LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Tarasco LLC dba Tarasco Mexican Restaurant has applied to the City Clerk for a Class B Fermented Malt Beverage and Class B Intoxicating Liquor license for the 2026-2027 licensing year.

Alcohol Beverage License Application
Appendix A - List of Persons Involved in the Applicant Business

Instructions

This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.

The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law:

- Sole proprietor
- All partners of a partnership
- All officers, directors, and agent of a corporation or nonprofit organization
- All members or managers, and agent of a limited liability company

Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary.

Each person holding a title named above must submit the most accurate Form AB-100 with this application.

Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.

1. Legal Business Name (individual name if sole proprietorship)

Tarasco LLC

2. Business Trade Name or DBA

Tarasco Mexican Restaurant

3. FEIN

35-2630579

Listing of Persons Involved in Applicant Business

First Name and Middle Initial	Last Name	Title/Relationship to Applicant Business	Phone Number	Email
Jose J	Alvarez	Owner	[REDACTED]	[REDACTED]

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

Application Type (check one)

Initial (New) Renewal

<p>License(s) Requested: (up to two boxes may be checked)</p> <p><input type="checkbox"/> Class "A" Beer \$ _____</p> <p><input type="checkbox"/> "Class A" Liquor \$ _____</p> <p><input type="checkbox"/> "Class A" Liquor (cider only) \$ _____</p> <p><input type="checkbox"/> "Class C" Liquor (wine only) \$ _____</p> <p><input checked="" type="checkbox"/> Class "B" Beer \$ _____</p> <p><input checked="" type="checkbox"/> Regular "Class B" Liquor \$ _____</p> <p><input type="checkbox"/> Reserve "Class B" Liquor \$ _____</p> <p><input type="checkbox"/> Above-Quota "Class B" Liquor \$ _____</p>	<p>Fees</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>License Fee(s)</td> <td>\$</td> </tr> <tr> <td>Background Check Fee</td> <td>\$</td> </tr> <tr> <td>Publication Fee</td> <td>\$</td> </tr> <tr> <td>Total Fees</td> <td>\$</td> </tr> </table>	License Fee(s)	\$	Background Check Fee	\$	Publication Fee	\$	Total Fees	\$
License Fee(s)	\$								
Background Check Fee	\$								
Publication Fee	\$								
Total Fees	\$								

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Tarasco LLC

2. Business Trade Name or DBA
Tarasco Mexican Restaurant

3. FEIN
35-2630579

4. Wisconsin Seller's Permit Number
456-1030579009-04

5. Entity Type (check one)
 Sole Proprietor Partnership Limited Liability Company Corporation Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? Yes No
 If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization
WI

8. Date of Organization
05/25/2018

9. Wisconsin DFI Registration Number
E052038

10. Premises Address
2300 Lakeshore Dr. W

11. City
Ashland

12. State
WI

13. Zip Code
54806

14. County
Ashland

15. Governing Municipality: City Town Village
of: _____

16. Aldermanic District

17. Premises Phone
715-682-9658

18. Premises Email
SSChicagoil@yahoo.com

19. Website
N/A

20. Premises Description
Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same.

21. Mailing Address (if different from premises address)
819 MacArthur Avenue

22. City
Ashland

23. State
WI

24. Zip Code
54806

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No
 If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or wholesaler? Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

(For corporations, limited liability companies, and nonprofit organizations only) I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.


I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Alvarez	First Name Jose	M.I. J
Title Owner	Email [REDACTED]	Phone [REDACTED]
Signature 		Date 05-19-2024

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application is not complete until all required Individual Questionnaires are submitted.

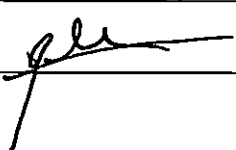
Part A: Business Information				
1. Legal Business Name (individual name if sole proprietor) <u>Tavasco LLC</u>				
2. Business Trade Name or DBA <u>Tavasco Mexican Restaurant</u>				
3. Entity Type (check one)				
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Organization

Part B: Individual Information				
1. Last Name <u>Alvarez</u>		2. First Name <u>Jose</u>		3. M.I. <u>J</u>
4. Relationship to Business (Title) <u>Owner</u>		5. Email [REDACTED]		6. Phone [REDACTED]
7. Home Address <u>819 MacArthur Avenue</u>				
8. City <u>Cashland</u>		9. State <u>WI</u>	10. Zip Code <u>54806</u>	11. Date of Birth [REDACTED]
12. Driver's License/State ID Number [REDACTED]			13. Driver's License/State ID State of Issuance <u>WI</u>	

Part C: Address History							
1. Do you currently live in Wisconsin?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, provide the month and year when you permanently moved to Wisconsin				(MM/YYYY)			
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City	State	Zip Code				
Previous Address 2	City	State	Zip Code				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	Date
	5-19-2026

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Tarasco LLC	
2. Business Trade Name or DBA Tarasco Mexican Restaurant	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information					
1. Last Name Alvarez	2. First Name Jose	3. M.I. J			
4. Email SSchicagoil@yahoo.com			5. Phone [REDACTED]		
6. Home Address 819 MacArthur Avenue					
7. City Cishland	8. State WI	9. Zip Code 54806	10. Date of Birth [REDACTED]		
11. Driver's License/State ID Number [REDACTED]			12. Driver's License/State ID State of Issuance WI		

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Alvarez</i>		First Name <i>Jose</i>		M.I. <i>J</i>
Title <i>Owner</i>	Email [REDACTED]		Phone [REDACTED]	
Signature <i>[Signature]</i>			Date <i>05-19-2021</i>	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Alvarez</i>		First Name <i>Jose</i>		M.I. <i>J</i>
Signature <i>[Signature]</i>			Date <i>05-19-2021</i>	

SUBJECT: Professional Services Proposal from MSA Professional Services, Inc. to Complete the 2026 Comprehensive Plan Update (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Attorney
Planning and Development Director

EXHIBITS: 1. MSA Professional Services Agreement
2. MSA Professional Services - Proposal to Provide Comprehensive Plan Updates

EXPENDITURES REQUIRED: \$63,500

AMOUNT BUDGETED: \$63,500 (match from fund 245)

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The City Treasurer confirmed that MSA Professional Services, Inc. is currently in compliance with City Ordinance 923.10.

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 Comprehensive Plan is the long-term document that guides the community. State law requires updating of the Comprehensive Plan every 10 years. The current 2017 Authentic Ashland Comprehensive Plan was approved in 2017 so the Plan is coming up on its 10-year mark and an update is needed to remain compliant with State law. The update will also ensure that the Plan

remains relevant for the next several years so that it can continue to guide the community long-term.

SUMMARY STATEMENT:

The City has budgeted funds for 2026 and received CDBG-PLNG funding to update its Comprehensive Plan. Staff would like to start the process this summer and anticipate the process will take 12–18 months to complete. Planning staff put out a Request for Proposals (RFP) earlier this year to solicit proposals from qualified consulting firms to assist the City in this effort. Two firms (MSA Professional Services, Inc. and Martenson & Eisele, Inc.) submitted proposals to provide consulting services. The City Administrator, Planning and Development Director, and Assistant Planner reviewed and scored the proposals according to a set of criteria provided with the RFP. Staff found that both firms were qualified to perform the work. After completing the scoring process, staff recommends that the City enter into a Professional Services Agreement with MSA to complete the comprehensive planning process. This item is a request that the COW authorize staff to proceed to Council for review and approval of a Professional Services Agreement with MSA to complete the Comprehensive Plan update process. A draft agreement is included on pages 20-23 of the pdf proposal.

On June 9, 22026, Council met as Committee of the Whole to review the proposal, and approved to forward to Council for formal approval.



Professional Services Agreement

MSA Project Number: 00627055

This AGREEMENT (Agreement) is made effective 6/30/2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Stephen Tremlett

Email: stremeltt@msa-ps.com

CITY OF ASHLAND (OWNER)

Address: 601 Main Street West, Ashland, WI 54806

Phone: 715-685-1610

Representative: Steven Wiley

Email: swiley@coawi.org

Project Name: City of Ashland 2026 Comp Plan

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 7/01/2026
Approximate Completion Date: 10/01/2027

The lump sum fee for the work is: \$63,500

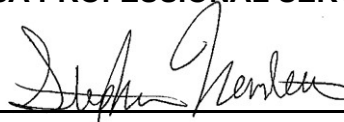
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ASHLAND, WI

MSA PROFESSIONAL SERVICES, INC.

Steven Wiley
Planning and Development Director
Date: _____


Stephen Tremlett
WI Planning Team Leader
Date: 6/24/2026

OWNER ATTEST: (optional)

Owner Attest:
Title:
Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING) (rev 11/25)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Professional Liability in the amount of \$5,000,000 per claim (\$10,000,000 aggregate limit); and, Worker's Compensation and General Liability as outlined below.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7039431573	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7039431542	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7039431556	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 7,000,000
							AGGREGATE \$ 7,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			7039555939	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Cyber			PLM-CB-SSVSCQ5PL-004	6/30/2025	6/30/2026	Liab.Aggregate Limit 5,000,000
B	Blanket Tools/Equip.			7039431573	6/30/2025	6/30/2026	Max Item \$10,000 125,000

If the OWNER requires coverages or limits in addition to those listed above, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising out of performance of this contract is limited to the amount of the insurance coverages listed above, regardless of whether MSA has such insurance coverage in effect at the time of judgement. This liability restriction does not apply in the event of intentional misconduct or reckless, wanton or gross negligence on the part of MSA.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER

agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance coverage listed in

Paragraph 15 above. This paragraph does not apply in the event of intentional misconduct or reckless, wanton or gross negligence on the part of MSA, its Consultants or employees.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties agree that the venue for any legal proceedings related to this Agreement shall be Ashland County, Wisconsin or Sauk County, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PLAN ITEM #1. COMMUNITY ENGAGEMENT PROCESS

Public Participation Plan (PPP)

Per state statute, the City will need to adopt a Public Participation Plan (PPP) outlining how the public will be involved and notified during the planning process, as well as identifying the adoption procedures. MSA will work with City staff to prepare the PPP for adoption by the City Council.

Project Website/Story Map

MSA will create a project website via ArcGIS Story Maps to serve as the landing page for the planning process. This website would be used to promote the online survey and community input map, share important dates and meeting information, plan drafts, etc.

Stakeholder Interviews and Focus Groups

We will conduct three (3) stakeholder interviews and two (2) focus groups in the first phase of the planning process to identify and understand issues of interest to the community. If scheduled during planned visit, the interviews/focus groups can be in-person; otherwise, these will be scheduled as virtual meetings through Microsoft Teams. We will work with the City to identify and assemble the interviews and focus group discussions.

Community Survey

We will conduct one (1) online community survey during the planning process. We will host this survey via SurveyMonkey and provide all the raw data to the City in PDF and Microsoft Excel formats.

Community Input Mapping

We can provide a shareable link to an online map with opportunities to identify strengths and weaknesses spatially within the planning area. The online tool is simple: 1) pick a topic and identify it as an issue or opportunity; 2) select a location on the map to place the point; and 3) leave your thoughts for the study area.

Community Events

We plan to make a two-day trip at the beginning of the process that will include the following activities:

- Citizen Steering Committee Workshop, inclusive of key stakeholders/citizens and preferably 1-2 Plan Commissioners and Council Members
- Stakeholder Focus Group(s) (discussed above)
- City Tour with key staff
- Pop-Up event booth: The project team will set up a booth at a local event to garner feedback from the community about their vision for the community. We will also promote online survey and vision workshop should the event booth happen the day before the community workshop.
- Community Visioning Workshop: We will facilitate a workshop where we will give an overview of the planning process, describe the relevance of the plans to quality of life in the City, and highlight past and anticipated changes in the community.

Promotional Materials

We will provide flyers and promotional content to be shared through typical City channels (e.g., social media, school district, newsletters, utility bills, etc.). Our fee also includes additional time to

prepare materials such as posters, flyers, and interactive activities for City staff to use for 2-3 additional community engagement activities. This could be other community event pop-up booths, public meetings/open houses, and mailers.

PLAN ITEM #2. DOCUMENT DEVELOPMENT

Relevant Plans Review & Demographic Analysis

We will review and summarize all relevant city, county, and regional plans to inform the updated Comprehensive Plan's goals and recommendations. As part of our lean comprehensive plan approach, we believe in only providing the most relevant and concise data organized in visually appealing figures and graphics. Key data and figures will be located in the 'Community Snapshot' section of each element, in addition to a broad overview of community data located in the Introduction Chapter. Expected demographic and economic data will include, but are not limited to: population projections; age, sex, and race/ ethnicity; household and median income; housing tenure and housing costs; major employers and industries; etc. Data sources will include the U.S. Census Bureau, WI Department of Administration (DOA), U.S. Bureau of Labor Statistics (BLS), and U.S. Department of Housing and Urban Development (HUD). This demographic analysis will also include comparisons to other communities in the county to help provide context to Ashland.

Plan Development

Our plan will generally follow the outline shown below with the following considerations.

- Sustainability goals/strategies will be incorporated in the other elements highlighted through text color and/or icon in each element. We will also make sure the engagement process, including the online survey, community open house, and pop-up booth, feature questions and activities designed to gauge community sentiment regarding topics such as renewable energy, water conservation, waste management, habitat conservation, sustainable development, local food and more.
- Over the course of the project, MSA will draft select elements of the updated Comprehensive Plan. Initial drafts will be provided in Microsoft Word for ease of editing, review, and comment between MSA and City staff. Once staff have provided comment, we will bring the revised content into Adobe InDesign to build out its final graphic format

Plan Outline

- **Introduction:** This section will outline the purpose of the Comprehensive Plan, its planning process, and provide guidance on how to read and use the document. This section will also identify explicit policies and procedures for amending the plan from time to time, both on a routine basis and to accommodate opportunities not anticipated in the plan at the time of adoption.
- **Public Engagement:** A comprehensive summary of each community engagement activity and key takeaways.
- **Goals, Strategies, and Actions:** This can be done in the traditional element sections (i.e., covering each element individually) or in a proposed contemporary grouping of planning elements presented below. Each section will feature the core goals, strategies, and actions that will guide City decision-making and policy making in the years ahead. We will highlight salient statistics, public input, and the top issues and opportunities in each element to provide context for the goals and policies.

- Resource Protection (agricultural, natural and cultural resources)
 - Public Services and Partnerships (utilities and community facilities; intergovernmental cooperation)
 - Economic Success (economic development; housing)
 - Community Design (transportation; land use)
- **Downtown Development and Access:** We will include a separate chapter regarding the Downtown. We will update the analysis of the existing downtown and develop specific recommendations for future land use, architectural design, development/redevelopment strategies, and pedestrian and vehicular access.
 - **Implementation:** The implementation section will present actions in tabular format and call out who needs to be involved in the action, approximately when it should occur, and any viable funding sources (other than general revenue funds), if available. Most importantly, we will work with you to establish policies and practices to help integrate the Comprehensive Plan into the City's annual goal setting, budgeting, and capital improvement planning efforts.

Appendices to cover resolutions/ordinances, full engagement summaries, and 11 by 17 maps.

PLAN ITEM #3. COORDINATION PLAN

Project Management

We use the following methods to maintain clarity about scope and schedule, and also to work through challenges that arise during the process. Our project management approach includes:

- A detailed scope at project startup, including agreement on methods and schedule.
- A thorough remote project kick-off meeting with City staff.
- Remote check-ins/working meetings between MSA and City staff.
- Additional coordination and calls through email and phone/video calls to move the plan along and work through any issues or opportunities which may arise.

Staff Check-in / Working Meetings

We will have remote meetings (using Microsoft Teams) to discuss progress, scheduling, and review draft materials. We will have up to eight (8) such staff meetings through the process. The City can invite others (e.g., Plan Commissioners, Council members, other departments) to join these meetings dependent on the topics being discussed.

Citizen Steering Committee Meetings

The Citizen Steering Committee, inclusive of key stakeholders/citizens and preferably 1-2 Plan Commissioners and Council Members, will be the sounding board to help validate, supplement and edit plan content. We anticipate a total of four (4) meetings with the Citizen Steering Committee, including kickoff and issue identification, two (2) policy discussion meetings, and a draft plan review meeting.

- **Meeting #1 (in-person):** Project kick-off (outline process, issues identification, survey results), and natural, multicultural and cultural resources
- **Meeting #2 (remote):** Utilities and community facilities, economic development, and housing

- **Meeting #3 (remote):** Transportation, land use (including Downtown and Binsfield Road/Ellis Avenue Neighborhood), and intergovernmental cooperation
- **Meeting #4 (remote):** Draft plan, inclusive of sustainability (if standalone) and implementation; recommendation to Plan Commission

Mid-Project Review Meeting

MSA will present remotely during a Committee of the Whole or Council meeting to share a summary of the work accomplished to date, including high-level takeaways from the demographic analysis and relevant plan review; all community engagement activities and the key themes we heard from the Ashland community; and snapshots of the draft elements produced to date in their graphic format in Adobe InDesign. We will answer any questions and share a timeline of the remaining tasks and deliverables to be executed through the conclusion of the planning process.

Public Hearing and Adoption Meetings

MSA will attend remotely a Plan Commission meeting for a public hearing to present a summary of the updated plan and planning process; the Commission will vote to recommend the plan for adoption following the public hearing. MSA will also attend remotely a City Council meeting where the plan will be adopted by ordinance; we can present summary of updated plan and planning process if desired.

OPTIONAL SERVICES.

The City may elect to include the following services not currently included in the contract. Prior written authorization and/or amendment to this contract are required prior to MSA completing these tasks.

Sustainability Chapter (\$2,000)

MSA is contracted to include sustainable measures in the document under the existing Comp Plan elements. This fee will allow the Sustainability content to be collated into a separate chapter.

In-Person Meeting(s) (\$2,600 per meeting)

MSA can attend in-person any remote meeting identified in this contract for the following fee. This fee includes travel time, miles and other reimbursables.

MSA Professional Services, Inc.
1702 Pankratz Street, Madison, WI 53704
Primary Contact/Project Manager: Emily Soderberg, AICP
Phone number: (608) 579-9909
Email address: esoderberg@msa-ps.com

PROPOSAL TO PROVIDE Comprehensive Plan Update

Prepared for the City of Ashland, WI
April 27, 2026





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Dear Steven and Review Committee,

We are excited to see the City of Ashland advancing a Comprehensive Plan Update supported by CDBG-PLNG funding. Ashland's history, Lake Superior setting, and role as a regional hub create a strong foundation for a plan that is both visionary and practical. Our approach centers on delivering a clear, action-oriented plan that guides decisions and investments in the next 10-20 years planning horizon.

MSA's Planning + Design Studio focuses on creating great, resilient places. Our integrated team of planners, urban designers, and landscape architects takes a holistic approach that connects design, policy, and investment to community vitality. We emphasize inclusive public engagement—especially for CDBG-funded projects—and bring strong experience delivering concise, “Smart Growth”—compliant comprehensive plans focused on implementation.

For the City of Ashland Comprehensive Plan Update, MSA will lead the process with the following priorities:

- **Community Knowledge** – We will build on our previous Ashland CORP and Master Plan projects, which have provided a strong understanding of some of the community's key issues and opportunities.
- **Community Engagement** – Inclusive and representative engagement is essential to the legitimacy and success of the plan. We will work closely with City staff, the Plan Commission, and the Citizen Steering Committee to implement a robust Public Participation Plan using a mix of in-person and virtual methods. Our goal is to help the City confidently say, “This plan reflects what the community wants and values.”
- **Action-Oriented** – Our plans move beyond policy to define clear strategies and actions that drive measurable progress. The updated Comprehensive Plan will include an implementation framework with timelines to align priorities with budgeting, grants, and staff capacity. Focus areas such as sustainability and downtown development will be integrated directly into this action-oriented approach.
- **Concise and Engaging Plan Documents** – We believe comprehensive plans should be used, not shelved. Our “lean planning” approach emphasizes clarity, focus, and strong visual communication. The final Ashland Comprehensive Plan will be approachable for elected officials, staff, partners, and residents alike, while still meeting all State of Wisconsin and CDBG planning requirements, including the nine required elements and special planning areas.
- **A Team of Experts** – MSA's multi-disciplinary team of certified planners, engineers, landscape architects, and funding specialists bring the expertise needed to develop practical, cost-conscious strategies tailored to Ashland
- **Relevant Experience and Capacity** – MSA brings extensive experience with CDBG-funded planning projects and comprehensive plan updates across Wisconsin and the Upper Midwest, including supporting the City on the grant to complete this project. Steve Tremlett provides 19 years of planning and urban design expertise, while Emily Soderberg has a strong record in managing projects of all sizes on Comp Plans, CORPS, and Sustainability Plans.

We have the staffing capacity and process to deliver a plan in less than 18 months with most plans adopted in 12-14 months. We look forward to the opportunity to continue working with the City of Ashland!

Sincerely,

MSA Professional Services, Inc. | Planning + Design Studio



Emily Soderberg, AICP
Project Manager

(608) 242-579-9909 | esoderberg@msa-ps.com



Stephen Tremlett, AICP, CNU-A
Principal in Charge

(608) 242-6621 | stremllett@msa-ps.com

Proposal to Provide:

**COMPREHENSIVE
PLAN UPDATE**

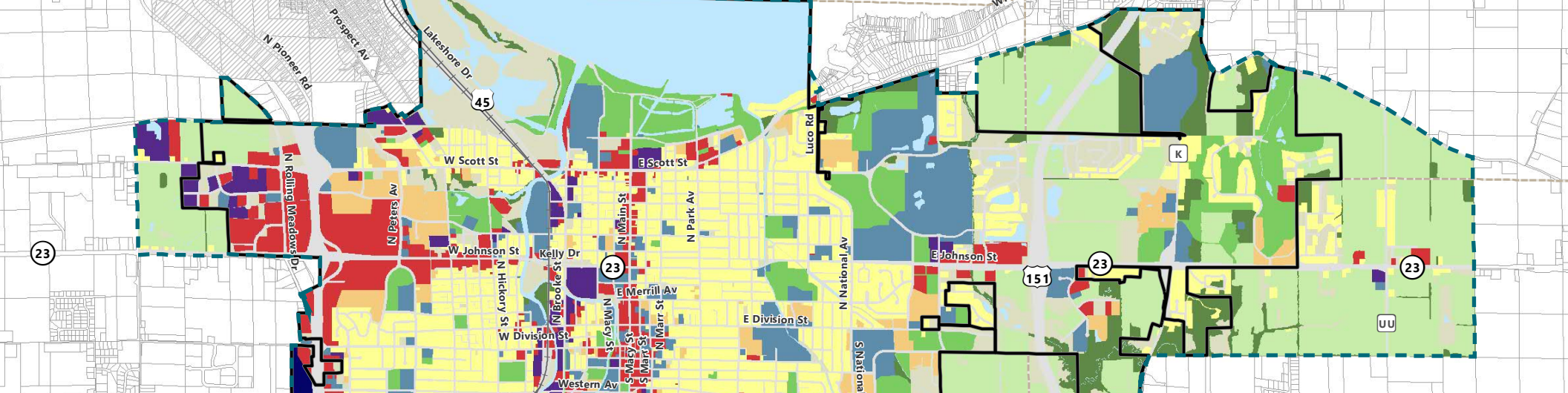
April 27, 2026

**Steven Wiley
Planning and
Development Director**

City of Ashland
Ashland City Hall
601 Main Street W
Ashland, WI 54806

**MSA Planning +
Design Studio**

1702 Pankratz Street
Madison, WI 53704



PROJECT SCOPE AND APPROACH

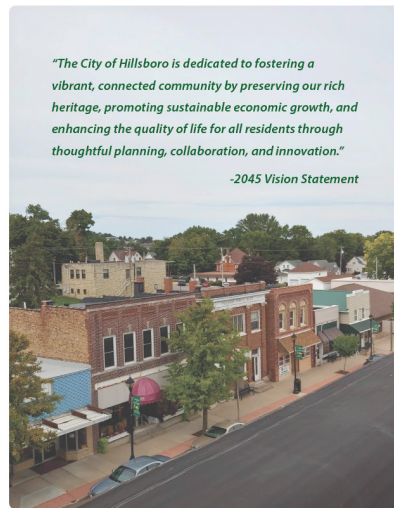
We have provided a work plan that meets the scope within the RFP, and are based on the project approach outlined below.

LEAN COMP PLAN

Comprehensive plans tend to get bloated with excess data and ideas. Not every available data point adds value to the plan, and not every acceptable idea warrants mention in the plan. We are firm believers in the value of “lean.” The lean comprehensive plan can address the needs of the community and Wisconsin’s statutory requirements, and through a commitment to focus and brevity, it can remain short, compelling, and easy to use. We apply a similar approach to our comprehensive outdoor recreation plans, with a focus on inventorying the City’s existing recreation assets and desired improvements for the future.

We will work with you to help make sure the final Comprehensive Plan features only the most relevant data. We will collect and review data from various sources as pertinent, including the U.S. Census Bureau (American Community Survey, Economic Census), the U.S. Department of Housing and Urban Development, the Regional Planning Commission, and the City itself. Our review and presentation of the available data will be iterative, with City staff, starting with a screening for noteworthy trends and comparisons with selected peers, and then drilling deeper to explore the most interesting and salient facts. The data to be included in the plan document should be those pieces that relate directly to key policy directions.

Plan Layout Example



IV • CITY OF HILLSBORO 2045 COMPREHENSIVE PLAN

“The City of Hillsboro is dedicated to fostering a vibrant, connected community by preserving our rich heritage, promoting sustainable economic growth, and enhancing the quality of life for all residents through thoughtful planning, collaboration, and innovation.”

-2045 Vision Statement

1. INTRODUCTION

WELCOME TO THE CITY OF HILLSBORO'S COMPREHENSIVE PLAN!

The City of Hillsboro 2045 Comprehensive Plan (henceforth referred to as the Plan) is intended to guide decisions and actions affecting City budgets, ordinances, and growth. The Plan looks 20 years into the future, identifying strategies and paths to implementation to realize the community's long-term vision. As a broad-based plan, it sometimes relies on other more detailed plans or budget processes to determine when or how implementation will occur.

The Plan's recommendations are intended to:

- Create a collective and consistent vision for Hillsboro's future.
- Establish priorities for public investment, including the City's Capital and Operating Budgets.
- Provide or inform policies that guide City-wide decision-making.
- Align the work of City staff around the issues that matter most to residents and stakeholders.
- Create a framework for topic-specific plans and initiatives that will expand on the Comprehensive Plan's recommendations.
- Guide private development through the Future Land Use map and corresponding policies.
- Foster partnerships with other entities to address shared goals.

WHY PLAN

The purpose of this plan is to establish a shared vision for Hillsboro to guide future actions and decisions, improving the City's ability to work cohesively and consistently over time.

PURPOSE & INTENT

The Comprehensive Plan is a resource for managing growth. It is designed to be a working document for City officials to direct community development decisions, assist with capital and operational budgeting, stimulate private housing, business and industrial investment.

A Comprehensive Plan functions as an umbrella document that encompasses issues most frequently affected by City governance, and it is to be used in coordination with other documents and ordinances. The Plan references other plans and studies that address specific topics in greater detail.

The Plan will be implemented via ordinances, especially zoning and subdivision ordinances. This Plan is intended to help the Plan Commission and City Council apply those ordinances; in fact, Wisconsin state statutes require that certain decisions must be consistent with the Plan.



NOVEMBER 2025 • 1

Reflecting Ashland's Voice, Vision, and Values.

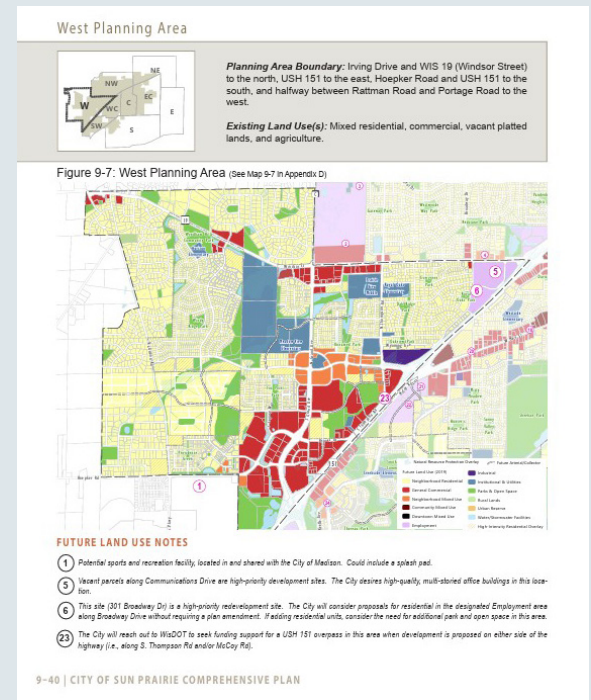
LAND USE - NEIGHBORHOOD FOCUS

We encourage a focus on neighborhoods throughout this process. For many residents it can be easier to share concerns and feel a sense of civic connection through neighborhood affiliations than through City Hall. This plan will be more relevant to residents if it features objectives and strategies specific to each neighborhood area within the City. As location-specific issues, opportunities, and actions are identified, we propose to organize them by neighborhood areas. The examples on the right show the neighborhood focus when reviewing the existing conditions and future land use designations.

We understand there has been administrative difficulties with applying the version of the future land use (FLU) map in your current plan. This type of FLU plan, inclusive of maps and FLU definitions and policies, will help decision makers and individual landowner understand what are the preferred uses for a particular area have been determined.

IMPLEMENTATION-FOCUSED

Many Wisconsin communities use their comprehensive plans effectively to guide land use and development decisions. Sometimes communities struggle to implement action items, although they have plans with long lists of action items. In your process, we will start the planning effort with a discussion about implementation methods, to better understand precisely how the annual budgeting and goal-setting process works in Ashland. We will provide guidance in the plan that spells out in detail how the plan is to be used in those processes each year. We will also provide the action table in Excel to allow the City to track and budget for action items.





WORK PLAN

The two essential elements of our work plan are the community engagement process and document development process. Our coordination plan (on page 7) details the meetings we plan to hold with the Plan Commission and City Council to provide updates on the work plan.

COMMUNITY ENGAGEMENT PROCESS

A transparent public participation process is the foundation to a successful plan. An effective stakeholder participation program accommodates diversity in how, when, why, and where people will engage with the plan. Residents and other stakeholders will be able to connect with the process in a variety of ways, increasing the number and quality of interactions. This community engagement process will form the foundation of plans.

Public Participation Plan (PPP)

Per state statute, the City will need to adopt a Public Participation Plan (PPP) outlining how the public will be involved and notified during the planning process, as well as identifying the adoption procedures. MSA will work with City staff to prepare the PPP for adoption by the City Council.

Project Website/Story Map

MSA will create a project website via ArcGIS Story Maps to serve as the landing page for the planning process. This website would be used to promote the online survey and community input map, share important dates and meeting information, plan drafts, etc.

Stakeholder Interviews and Focus Groups

We will conduct three (3) stakeholder interviews and two (2) focus groups in the first phase of the planning process to identify and understand issues of interest to the community. If scheduled during planned visit, the interviews/focus groups can be in-person; otherwise, these will be scheduled as virtual meetings through Microsoft Teams. We gain valuable insight into communities through these interviews/focus groups, information we cannot get through a survey or in a public meeting or from census data. Virtual attendance can achieve better participation, as it allows for more flexibility in people's schedules. We will work with the City to identify and assemble the interviews and focus group discussions, but generally, they could include City department heads, local developers and realtors, Chamber of Commerce, renters and owners, high school students, and/or residents at local senior facilities.

Community Survey

Surveys are very useful in the planning processes – they tend to reach the broadest audience and provide measurable results. We suggest the use of one (1) online community survey during the planning process. The community vision survey will be conducted in conjunction with the community visioning workshop. We have had great success and broad reach using online surveys, especially when promoted via a mailed postcard, included within a City utility bill, and broadcast across community newsletters, networks, and organizations. We would host this survey via SurveyMonkey and provide all the raw data to the City in PDF and Microsoft Excel formats. The online survey could strategically include questions asked in the 2017 Comprehensive Plan survey to gauge how community sentiment has changed over the past decade.

Community Input Mapping

This interactive, online tool allows for engagement at the fingertips of the public and at their leisure. We can provide a sharable link to an online map with opportunities to identify strengths and weaknesses spatially within the planning area. The online tool is simple: 1) pick a topic and identify it as an issue or opportunity; 2) select a location on the map to place the point; 3) snap or select a picture to include (optional); and 4) leave your thoughts for the plan. The application allows anyone, anywhere, the convenience to contribute to an Issues and Opportunities Map using a computer or mobile device. You can view an example Community Input Map created by the residents of the Village of Menomonee Falls here: <https://arccg.is/1frLb50>

Community Events

We plan to make a two-day trip at the beginning of the process that will include the following activities:

- **Citizen Steering Committee Workshop**, inclusive of key stakeholders/citizens and preferably 1-2 Plan Commissioners and Council Members
- **Stakeholder Focus Group(s)** (discussed above)
- **City Tour** with key staff
- **Pop-Up event booth:** At a local event, there is an opportunity to engage residents who may not attend traditional public meetings and facilitate fun, family-friendly activities to gather feedback on community priorities. The project team will set up a booth at a local event to garner feedback from the community about their vision for the community. We will also promote the online survey and vision workshop should the event booth happen the day before the community workshop.
- **Community Visioning Workshop:** We will facilitate a workshop where we will give an overview of the planning process, describe the relevance of the plans to quality of life in the City, and highlight past and anticipated changes in the community. The main focus will be a set of activities designed to elicit concerns and dreams about the future of the community.

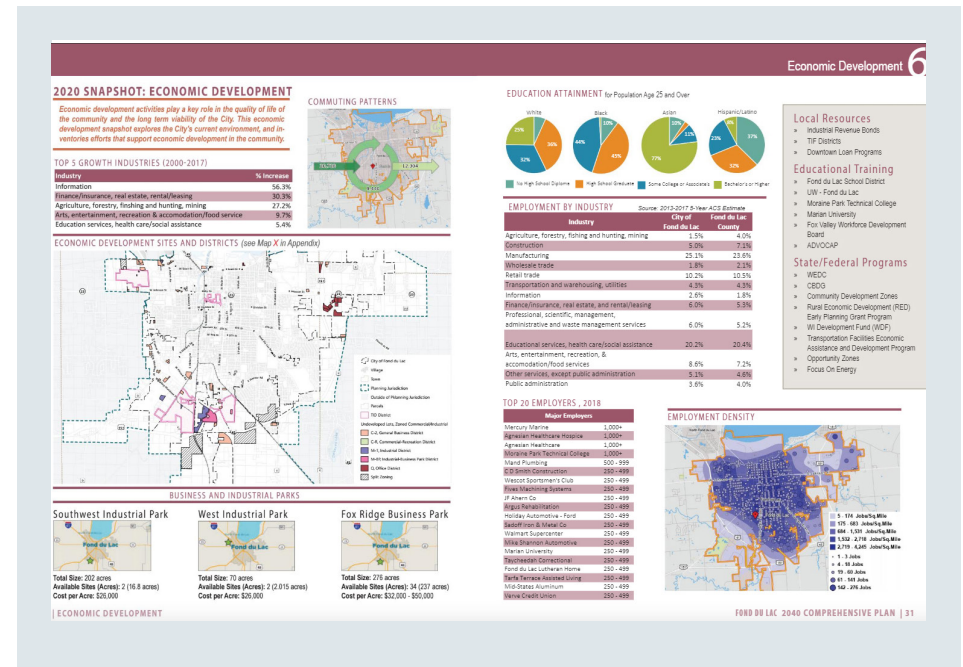
Promotional Materials

The success of our participation methods relies on knowledge of the opportunities for involvement. We will provide flyers and promotional content to be shared through typical City channels (e.g., social media, school district, newsletters, utility bills, etc.). Our fee also includes additional time to prepare materials such as posters, flyers, and interactive activities for City staff to use for additional in person community engagement activities outside our two-day site visit. This could be other community event pop-up booths, public meetings/open houses, and mailers. We'd collaborate with you to determine what your needs are.

DOCUMENT DEVELOPMENT

Relevant Plans Review & Demographic Analysis

Our team will review and summarize all relevant city, county, and regional plans to inform the updated Comprehensive Plan's goals and recommendations. As part of our lean comprehensive plan approach, we believe in only providing the most relevant and concise data organized in visually appealing figures and graphics. Key data and figures will be located in the 'Community Snapshot' section of each element, in addition to a broad overview of community data located in the Introduction Chapter (an example of snapshot is shown below). Expected demographic and economic data will include, but are not limited to: population projections; age, sex, and race/ ethnicity; household and median income; housing tenure and housing costs; major employers and industries; etc. Data sources will include the U.S. Census Bureau, WI Department of Administration (DOA), U.S. Bureau of Labor Statistics (BLS), and U.S. Department of Housing and Urban Development (HUD). This demographic analysis will also include comparisons to other communities in the county to help provide context to Ashland.



Plan Development


Our plan will generally follow the outline below:

- **Introduction:** This section will outline the purpose of the Comprehensive Plan, its planning process, and provide guidance on how to read and use the document. This section will also identify explicit policies and procedures for amending the plan from time to time, both on a routine basis and to accommodate opportunities not anticipated in the plan at the time of adoption.
- **Public Engagement:** A comprehensive summary of each community engagement activity and key takeaways.
- **Goals, Strategies, and Actions:** This can be done in the traditional element sections (i.e., covering each element individually) or in a proposed contemporary grouping of planning elements presented below. Each section will feature the core goals, strategies, and actions that will guide City decision-making and policy making in the years ahead. We will highlight salient statistics, public input, and the top issues and opportunities in each element to provide context for the goals and policies.
 - **Resource Protection** (agricultural, natural and cultural resources)
 - **Public Services and Partnerships** (utilities and community facilities; intergovernmental cooperation)
 - **Economic Success** (economic development; housing)
 - **Community Design** (transportation; land use)
- **Implementation:** The implementation section will present actions in tabular format and call out who needs to be involved in the action, approximately when it should occur, and any viable funding sources (other than general revenue funds), if available. Most importantly, we will work with you to establish policies and practices to help integrate the Comprehensive Plan into the City's annual goal setting, budgeting, and capital improvement planning efforts.
- **Appendices:**
 - A: This appendix will include the Public Participation Plan resolution, adoption ordinance, and any future amendments.
 - B: Public Engagement Full Results.
 - C: Maps in the plan will be sized to fit the spreads in the 8.5" by 11" format. This appendix will provide all plan maps in the full 11" by 17" format to allow for full-scale review and printing of the maps.


Special Planning / Additional Section

Our base price includes elements on sustainability and downtown development and access, as described below. If a separate chapter/section is desired, we have provided additional costs outlined on Page 19.



- **Sustainability:** Inclusion of sustainability goals/strategies per elements can reduce the potential redundancies found when separating this section out. We can highlight these measures through text color and/or icon in each element. Again, if a separate section/chapter is desired; we have provided the cost to provide that deliverable. We will also make sure the engagement process, including the online survey, community open house, and pop-up booth, feature questions and activities designed to gauge community sentiment regarding topics such as renewable energy, water conservation, waste management, habitat conservation, sustainable development, local food and more.
- **Downtown Development and Access:** We will update the analysis of the existing downtown and develop specific recommendations for future land use, architectural design, development/redevelopment strategies, and pedestrian and vehicular access. Example below presents Future Land Use strategy in Rock Island, IL.



A: 111-113 19th Street, Public Lot C




B: 1907 2nd Avenue

CATALYSTS: Downtown


This section describes potential catalytic projects for the Downtown Zone based on public feedback (see Section 2), and analysis of the urban fabric of the neighborhood. See pages 92-97 for general guidelines to building/site design.

DOWNTOWN ZONE - CONCEPT PLAN




CP-A: HIGH DENSITY RESIDENTIAL DEVELOPMENT (HIGH PRIORITY)

A new multi-family residential development with 34 live-work housing units is planned to be completed by early 2014 on what is now Public Parking Lot C. Branded as "The Locks", this development will help to increase the housing opportunities within the planning area. If successful, the adjacent parcels along 19th Street (which are in fair to poor condition) could be torn down to provide room for an expansion of this development. If these properties fall into further disrepair in the meantime, the City should consider purchasing the properties for additional parking until a development opportunity arises.



CP-B: TRANSIT STATION (HIGH PRIORITY)

MetroLINK is planning on building a bus transit station on this location in the near future. This site is ideal due to its proximity to "The District" and the Schwiebert Riverfront Park. Additional parking could be provided with the parking garage suggested at the corner of 1st Avenue & 20th Street (see Catalyst A).



74 Section 4: Land Use & Development City of Rock Island, Illinois



COORDINATION PLAN

PROJECT MANAGEMENT

Behind the scenes of every successful planning project is effort visible only to the City-consultant team – consistent, proactive project management. We use the following methods to maintain clarity about scope and schedule, and also to work through challenges that arise during the process. Our project management approach includes:

- A detailed scope at project startup, including agreement on methods and schedule.
- A thorough remote project kick-off meeting with City staff.
- Monthly remote check-ins/working meetings between MSA and City staff.
- Additional coordination and calls through email and phone/video calls to move the plan along and work through any issues or opportunities which may arise.

Review Process

Over the course of the project, MSA will draft select elements of the updated Comprehensive Plan. Initial drafts will be provided in Microsoft Word for ease of editing, review, and comment between MSA and City staff. Once staff have provided comment, we will bring the revised content into Adobe InDesign to build out its final graphic format

MEETINGS

Staff Check-ins / Working Meetings

We will have remote meetings (using Microsoft Teams) to discuss progress, scheduling, and review draft materials. We will have up to eight (8) such staff meetings through the process. The City can invite others (e.g., Plan Commissioners, Council members, other departments) to join these meetings dependent on the topics being discussed.

Citizen Steering Committee

The Citizen Steering Committee, inclusive of key stakeholders/citizens and preferably 1-2 Plan Commissioners and Council Members, will be the sounding board to help validate, supplement and edit plan content. We will work with City staff to make good use of Citizen

Steering Committee meeting time, especially to get critical feedback on major topics and concerns identified through the process. We anticipate a total of four (4) meetings with the Citizen Steering Committee, including kickoff and issue identification, two (2) policy discussion meetings, and a draft plan review meeting.

- **Meeting #1 (in-person):** Project kick-off (outline process, issues identification, survey results), and natural, multicultural and cultural resources
- **Meeting #2 (remote):** Utilities and community facilities, economic development, and housing
- **Meeting #3 (remote):** Transportation, land use (including Downtown and Binsfield Road/Ellis Avenue Neighborhood), and intergovernmental cooperation
- **Meeting #4 (remote):** Draft plan, inclusive of sustainability (if standalone) and implementation; recommendation to Plan Commission

Mid-Project Review

MSA will present remotely during a Committee of the Whole or Council meeting to share a summary of the work accomplished to date, including high-level takeaways from the demographic analysis and relevant plan review; all community engagement activities and the key themes we heard from the Ashland community; and snapshots of the draft elements produced to date in their graphic format in Adobe InDesign. We will answer any questions and share a timeline of the remaining tasks and deliverables to be executed through the conclusion of the planning process.

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WHO WE ARE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**



HISTORY

MSA's roots reach back to 1919. Once a rural land survey company, our firm is 500+ employees strong, including engineers, architects, planners, funding experts, surveyors, GIS experts, and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

OWNERSHIP

Our professionals think like owners because they are owners. When you partner with MSA, your team will be comprised of individuals who are invested in your success and committed to a high standard of performance. We're proud to be 100% employee-owned.

TEAM

Our 500+ employees are dedicated to your success. While you know the faces behind your projects, we are a team that works as one to support our clients. When you work with MSA, you're not just working with individuals—you're working with all of us.

POSITIVE IMPACT

Finding funding for projects is what we do. We know projects and plans are no good to you if they don't work toward implementation. We get creative. And, it's led to securing over \$625+ million in grants and low-interest loans to offset costs for our partner communities.

CLIENT EXPERIENCE

98%

ACCURACY



99%

QUALITY



98%

RESPONSIVENESS



98%

SCHEDULE



97%

SCOPE & FEES





PLANNING & LANDSCAPE ARCHITECTURE

MSA has specialists in all areas of community planning, urban design, and economic development. Our award-winning planners work to understand the challenges our clients face and help them develop sustainable, implementable plans to provide guidance in overcoming those hurdles.

- Comprehensive Planning
- Neighborhood and Corridor Planning
- Park and Recreation Planning
- Downtown Revitalization
- Housing
- Economic Development
- Capital Improvement and Strategic Planning
- Public Administration
- Urban Design
- Transportation Planning

FUNDING

Our funding experts excel at coordinating grant and loan applications and fulfilling the requirements of various agencies to help our clients turn project ideas to reality.

- Tax Increment Financing (TIF)
- Grant Writing
- Grant Administration
- Project Financing
- Stormwater Utility Studies and Creation

ENGINEERING

We know the key to strong communities is the happiness of their residents and the health of their economies. MSA focuses on working alongside public and private clients to achieve both these ends by designing and constructing projects that solve age-old problems and encourage new development.

- Street and Utility Design and Reconstruction
- Potable Water Supply, Treatment, and Distribution
- Wastewater Collection and Treatment Systems
- Stormwater Management
- Park and Recreational Space Design
- Site and Land Development Civil Design
- Airport Planning and Design
- Agricultural Engineering
- Bridge Design and Construction
- Traffic Planning and Engineering
- Real Estate Acquisition

ARCHITECTURE

From intricate historical restorative projects to high-rise programming and design, our team of architects aspires to design buildings that enrich the lives of our clients and enhance their futures.

- Architectural Design
- Mechanical, Electrical, and Plumbing Design
- Building Planning and Feasibility Studies
- Park, Recreation, and Aquatic Facility Design
- Programming and Space Planning
- Site/Building Evaluation
- LEED® and Sustainable Design

SURVEYING

MSA's surveyors have the resources and expertise to efficiently and accurately complete fieldwork and to provide high-quality survey documents.

- Land Surveys (Boundary Location or Establishment)
- Subdivision Surveys
- Topographical Surveys for Development Projects
- Redevelopment/Streetscape Surveys
- Infrastructure/Facility Design Surveys
- Utility Surveys
- Flood Elevation Surveys
- Construction Staking
- Control Surveys for Environmental Assessments
- ALTA/NSPS Land Title Surveys
- Mobile and Web-Based GIS Development

ENVIRONMENTAL SERVICES

MSA's environmental scientists and technicians help communities identify and clean up contamination. We understand regulatory requirements and have built critical relationships with regulatory agencies.

- Phase I and II Environmental Site Assessments
- Wetland Design, Delineation, Restoration, and Permitting
- Brownfield Site Development
- Asbestos, Lead, and Mold Inspection/Remediation
- Spill Investigation and Remediation
- Solid and Hazardous Waste Management
- Permitting and Planning
- NPDES Compliance, Adaptive Management Plans, and Nutrient Trading



PLANNING + DESIGN STUDIO

At MSA, we know that every project starts with a plan – a clear and consensus-driven vision for the future that can be realistically implemented. Our Planning + Design Studio is 29 strong consisting of:

- 13 American Institute of Certified Planners (AICP)
- 7 Planning & Economic Development Specialists
- 4 Professional Landscape Architects (PLA)
- 2 Landscape/Urban Designers
- 3 Housing Specialists

Members of our Studio regularly give presentations on various planning topics at state and national conferences. The professional planners that comprise the Studio have helped hundreds of communities and private organizations define their vision, obtain funding, and implement the improvements they seek. And, because our planners are part of a multi-disciplinary firm, they are able to engage our professional engineers and architects in the planning processes to aid our clients in developing sustainable, implementable plans.

CORE SERVICES

Below is a sample of the services that MSA's Planning + Design Studio can offer.

- Capital Improvement and Strategic Plans
- Comprehensive Plans
- Zoning: Ordinance Creation, Code Rewrites, Development Regulations and Zoning Administration
- Community Blight Studies
- Cooperative Boundary Agreements
- Economic Development: Market Analysis, Tax Increment Financing, Feasibility Studies
- Funding: Grant Writing, Grant Administration, Fundraising
- Housing Studies: Analysis of Impediments to Fair Housing, Market Analysis
- Impact Fee Studies
- Landscape Architecture
- Park and Recreation Planning: Park Master Plans, Comprehensive Outdoor Recreation Plans, ADA Studies
- Public Engagement
- Redevelopment Studies: Downtown, Neighborhood, Corridor, and Site Planning
- Transportation Planning: Bicycle + Pedestrian Plans, Safe Routes to Schools Plans, Access Management Studies
- Urban Design: Wayfinding, Streetscaping, and Design Standards



WISCONSIN PLANNING EXPERIENCE

COMPREHENSIVE PLANNING | NEIGHBORHOOD PLANNING

MSA's Planning + Design Studio is an award-winning team with expertise in market analysis, stakeholder engagement and urban design. We help our clients identify opportunities and resolve barriers to positive change — this includes large to small communities and private developers.

COMPREHENSIVE PLANNING

- City of Sun Prairie, WI
- City of Fond du Lac, WI
- City of Menasha, WI
- City of Kiel, WI
- City of Ripon, WI
- City of La Crosse, WI
- Village of Waunakee, WI
- Village of Fox Crossing, WI
- Village of Howard, WI
- Village of Shorewood Hills, WI
- Village of Belleville, WI
- Village of Pardeeville, WI
- Village of Lake Delton, WI
- Village of Howard, WI
- Village of Dane, WI
- Village of Sharon, WI

- Village of Cambridge, WI
- Village of Deerfield, WI
- Village of Somerset, WI
- Village of Hortonville, WI

HOUSING STUDIES AND PLANS

- City of Beloit, WI
- City of Eau Claire, WI
- City of Park Falls, WI
- City of Monona, WI
- City of La Crosse, WI
- City of Arcadia, WI
- City of Green Bay, WI
- City of Marshfield, WI
- City of Janesville, WI
- City of Sheboygan, WI
- City of Stevens Point, WI

- City of New Richmond, WI
- City of Rhinelander, WI
- City of Manitowoc, WI
- Village of Grantsburg, WI
- Village of Lake Delton, WI

NEIGHBORHOOD/ CORRIDOR PLANNING

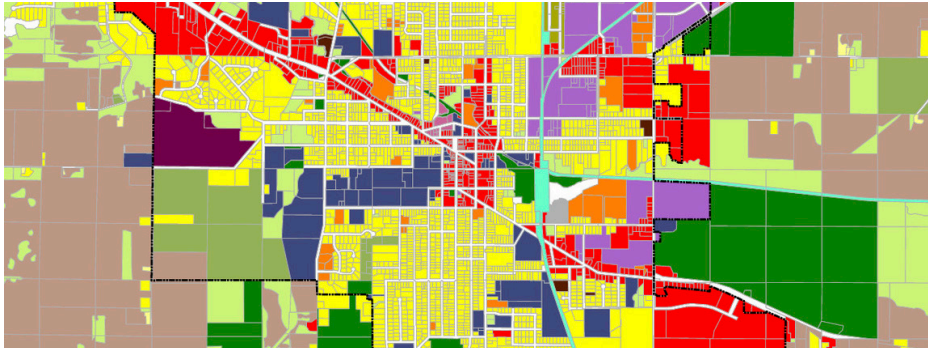
- City of Middleton, WI
- City of Mauston, WI
- City of Baraboo, WI
- City of Fitchburg, WI
- City of River Falls, WI
- City of Sun Prairie, WI
- Village of McFarland, WI
- Village of Rothschild, WI

DOWNTOWN PLANS

- City of Barron, WI
- City of Mauston, WI
- City of Platteville, WI
- City of Richland Center, WI
- City of Tomah, WI
- City of Verona, WI
- Village of Balsam Lake, WI
- Village of Cross Plains, WI
- Village of Holmen, WI
- Village of Sauk City, WI

SUSTAINABILITY PLAN/STUDIES

- City of Madison, WI
- Village of Waunakee, WI
- Village of McFarland, WI



COMPREHENSIVE PLAN

RIPON, WI

The City of Ripon is a vibrant community in east-central Wisconsin with a population of approximately 7,700. The City requested the assistance of MSA to complete an update to their 2009 Comprehensive Plan. Ripon is home to Ripon College, which provides opportunities and challenges for the community due to the migratory student population. The City also suffers from a lack of diverse and affordable workforce housing options and struggles with property maintenance and upkeep. Of particular focus in the plan is the restoration and maintenance of the historic downtown and the need to improve the aesthetics along the main entrance corridors of the City.

The City requested a streamlined planning process and a simplified document layout. MSA organized the plan into just four chapters: (1) Introduction; (2) Goals, Policies and Actions; (3) Future Land Use; and (4) Implementation. The Implementation chapter organized and prioritized the actions from Chapter 2 into a simple spreadsheet and gave estimated timelines for completion. We included updated data as an appendix to the plan as well as updated maps.

This plan will serve as a guidebook for future development of the City of Ripon and the surrounding area. The plan provides the most recent available data, documents the important issues of concern identified by City residents, officials and staff, and sets forth goals, policies and recommended actions in a simple and easy-to-use format.

This project was completed on budget and within the proposed timeline.



COMPREHENSIVE PLAN UPDATE

HASTINGS, MN

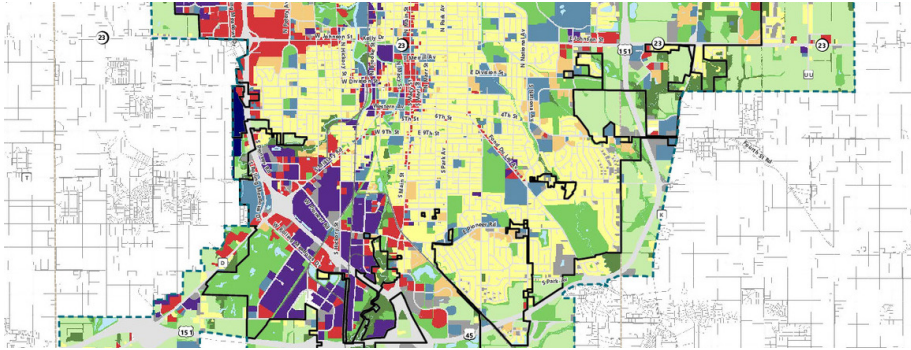
The City of Hastings, MN (pop.22,700) is located in Dakota County, south east of Saint Paul in the Minneapolis Saint Paul Metropolitan Statistical Area. The City is along the Mississippi River and a Metropolitan Council designated emerging suburban edge community that provides convenience for residents to easily commute to the Minneapolis and Saint Paul and enjoy the community feel in Hastings.

From 2000 to 2010, the City of Hastings population grew over nineteen percent. The surrounding areas of Hastings are mostly rural townships which allows for opportunity for future growth, development and annexation for the City. Although the Metropolitan Council requires comprehensive plan updates, the fast-changing metropolitan environment in the Twin Cities and surrounding areas, it was important to the City to update its comprehensive plan, which hadn't been updated since 2009/2010. In 2018, the City issued a Request for Proposals for planning services and MSA was selected over other qualified firms to assist the City with their comprehensive plan update.

Hastings officials had specific areas they wanted to focus on for the update of their plan with an emphasis on future development and growth. Through the planning process, MSA updated demographics and community stats, revised goals, created an implementation strategy, readdressed future land use and future growth areas, and assisted Hastings as they defined their community character and identified opportunities to thrive as a growing community.

The comprehensive plan process emphasized 10 priority areas in which the community sought to focus future efforts: population and growth, transportation, housing, community design, economic competitiveness, public infrastructure and utilities, heritage preservation, parks, open space and trail, hazards, Mississippi River Corridor critical area. Within these specific chapters are individual goals and strategies based on citizen feedback and existing conditions, for the City to focus on and implement.

This project was completed on budget and within the proposed timeline.



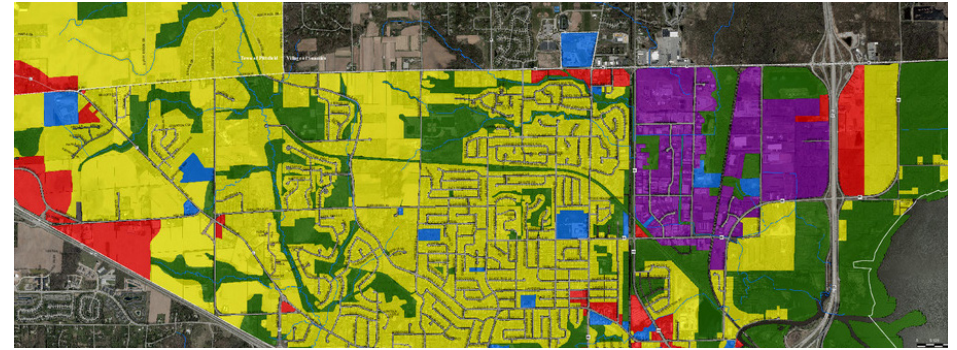
COMPREHENSIVE PLAN UPDATE

FOND DU LAC, WI

Since Fond du Lac adopted its current Comprehensive Plan (in 2010), there have been many changes in the local and regional economy. While population has remained stable, the major commercial corridors have seen significant vacancies (including the Forest Mall). There is a lack of diverse and affordable housing options in the City, specifically high-quality rentals and income-limited units. Many of the recommendations in the 2010 Comprehensive Plan had been implemented, so there was need for new direction for the next 10 to 20 years.

During this planning process, public input was gathered through a variety of tools, including a public open house, community survey, online mapping feedback tool, focus groups and interviews. This public engagement has verified the importance of putting a greater focus on economic development, housing, special area planning, and sustainability. The adopted plan includes a strong call to action that will help guide land use decisions that meet the needs of the current and future Fond du Lac community.

This project was completed on budget and within the proposed timeline.



COMPREHENSIVE PLAN

HOWARD, WI

The Village of Howard is a community of over 20,000 located in Brown County along the western shore of the Bay of Green Bay. As one of the fastest-growing communities in Wisconsin, Howard has a well-deserved reputation as a family-friendly community.

The Village sought an updated comprehensive plan to replace its existing plan adopted in 2012. The prior plan was developed with extensive stakeholder engagement, allowing the resulting update to focus on data essential for statutory compliance, critical policy decisions and conversations with key stakeholders. Using a 'lean' approach, MSA partnered with Howard to complete this update. Howard's vision statement, drawn from the Village's 2020-2025 Strategic Plan, aligns the vision and priorities of both documents: "Delivering extraordinary results for a vibrant, thriving and growing community."

This plan was drafted through a collaboration among Village staff, Plan Commission, elected officials, MSA, and most importantly, residents of the community. Formally adopted on November 14, 2022, the 2042 Comprehensive Plan is now an at-the-ready tool for communicating the Village's land use policy and for coordinating legislative decisions – guiding both daily and annual decisions

This project was completed on budget and within the proposed timeline.



REDEVELOPMENT DISTRICT 2 (DOWNTOWN) PLAN

MCFARLAND, WI

Located just southeast of Madison, McFarland’s community of 7,800 residents envisions a vibrant, small town downtown with core civic amenities and local businesses. The Redevelopment District 2 (Downtown) Plan provides a comprehensive framework for revitalization that strengthens the district as the cultural and civic heart of the community, enhances its historic character, and expands opportunities for mixed use development and public gathering spaces.

The plan builds on a previous MSA-led market and housing study, which informed land use recommendations, redevelopment priorities, and design concepts for the district. The plan emphasizes Downtown as a key opportunity area for new commercial activity, boutique retail, dining, and higher density housing within walking distance of amenities. Public engagement played a central role in shaping the plan, including two community surveys, open houses, steering committee meetings, and stakeholder focus groups. Residents expressed strong support for more storefronts, restaurants, entertainment spaces, and walkable streetscape improvements—key themes reflected throughout the redevelopment concepts and implementation strategies.

The result is a forward-thinking redevelopment plan that positions Downtown McFarland for sustainable, incremental growth. It outlines strategies that expand the local tax base, encourage reinvestment in underutilized properties, diversify housing options, and create a vibrant, pedestrian-oriented district anchored by civic spaces, small businesses, and enhanced public amenities. Through coordinated public and private investment, the Redevelopment District 2 Plan sets the foundation for a thriving, connected, and welcoming downtown for residents, visitors, and future generations.





SUSTAINABILITY PLAN

WAUNAKEE, WI

The Village of Waunakee engaged MSA to develop its first sustainability plan that would serve as a practical roadmap for a more resilient future. MSA's multidisciplinary expertise and its long-standing relationship with Waunakee made us the ideal partner for this effort.

This plan wasn't just about meeting environmental goals; it was about uniting the community around a shared vision. Sustainability can be a politically sensitive topic, but Waunakee's residents, especially its high-school students, voiced a strong desire for action. Their passion became the foundation of this plan.

MSA facilitated robust public engagement through surveys, pop-up events, and targeted interviews with groups like the senior center and Waunakee Neighborhood Connection. Working closely with the Sustainability Ad-Hoc Committee and the Village staff, we identified baseline data, set measurable targets, and crafted strategies that align with village capacity. The plan takes a holistic approach, addressing social, economic, and environmental dimensions of sustainability.

The result? An unanimously adopted plan that empowers Waunakee to track progress and make informed decisions. While no direct grants were tied to this effort, the benefits are clear: energy-efficient infrastructure, community-driven priorities, and a roadmap that positions Waunakee as a leader in sustainability. By blending technical expertise with robust public engagement, MSA helped the Village turn a complex, controversial topic into a unifying vision for a sustainable future.



SUSTAINABILITY PLAN

MADISON, WI

In spring 2023, the City of Madison sought out consultant assistance to update their city-wide Sustainability Plan. The Sustainable Madison Committee had spent the previous two years reviewing and updating the previous plan's goals and actions — last adopted in 2011 — and now the City was ready to move forward with soliciting feedback from the public. The MSA-led team was selected to assist City staff in crafting a public engagement strategy centered on equity and designing a fun, graphic, and engaging final plan to chart the City's course towards becoming a more resilient community in the years ahead.

The planning process utilized a unique logo and color scheme to build continuity between the different community engagement activities and the final plan. The engagement strategy centered around an online survey, which was structured as a "choose your own adventure" activity to guide survey takers through the plan's eight different elements—and was translated into Chinese, Spanish, and Hmong in addition to English. The survey was promoted to the public via an online campaign and directly in the community through yard signs and cement stickers. It was further promoted at two community "pop-up" events where visitors engaged in a family-friendly voting activity and prize raffle. The project team also conducted several in-person and virtual focus groups with community stakeholders to dig deeper into the updated plan's goals and actions.

With the community's feedback in hand, MSA led the project team through the drafting and revision process beginning in the winter of 2023. The team focused on drafting a concise plan with a clear focus on the goals, actions, and implementation, while highlighting the City's current sustainability achievements. A final draft was submitted to the Madison City Council in May 2024 and was formally adopted in August.

CLIENT REFERENCES

COMPREHENSIVE PLAN REFERENCES

City of Ripon, WI

Adam Sonntag, City Administrator

100 Jackson Street
Ripon, WI 54971
P: (920) 748-4914 | E: asonntag@cityofripon.com

City of Fond du Lac, WI

Dyann Benson, Former Fond du Lac Community Development Director

Village of Slinger, WI (Current)
300 Slinger Road
Slinger, WI 53086
P: (262) 644-5256 ext. 107 | dbenson@vi.slinger.wi.gov

Village of Howard, WI

David Wiese, Executive Director

2456 Glendale Ave
Howard, WI 54313
P: (920) 434-4640 | E: dwiese@villageofhoward.com

SUSTAINABILITY REFERENCE

Village of Waunakee, WI

Lauren Freeman, Deputy Administrator/Community Development Director

500 W Main Street
Waunakee, WI 53597
P: (608) 849-5712 | E: lfreeman@waunakee.com



FAMILIARITY AND PAST WORK EXPERIENCE WITH THE CITY OF ASHLAND

MSA's planning team has established a strong and ongoing working relationship with the City of Ashland through multiple planning efforts. Most notably, MSA partnered with the City during the development of the **City of Ashland Parks Master Plan**, which provided the team with a detailed understanding of the City's park assets and system-wide needs, and offered a vision for sustainable improvements to the park system. This collaboration fostered close coordination between staff, stakeholders, and MSA planners. MSA also supported the City during the **CDBG-PLNG grant application** process for this project.

As part of the Parks Master Plan effort, MSA conducted an extensive review of the City's existing Comprehensive Plan, enabling the team to understand how previous policy decisions, land use strategies, and implementation actions have influenced current conditions. This familiarity positions MSA to efficiently identify areas where the Comprehensive Plan remains effective, as well as where updates are needed to respond to changing trends, regulations, and community priorities.

MSA understands the unique opportunities presented by Ashland's location, natural amenities, unique character, and recreational assets, as well as the challenges currently facing the City, including housing needs and supporting economic vitality through the challenges Ashland has faced in recent years. This local knowledge allows MSA to approach the Comprehensive Plan update with context, efficiency, and sensitivity to community values.





Emily Soderberg, AICP
Project Manager

As Project Manager, Emily will oversee all work for Ashland. She will be directly involved in data analysis and implementation recommendations for the plan.

Emily is an experienced comprehensive planning project manager who has led community-wide plan updates across Wisconsin. She brings strong expertise in land use and environmental planning and excels at public engagement, stakeholder coordination, and guiding projects from kickoff through adoption. She also brings to this project existing knowledge and relationships with the City of Ashland as the Lead Planner and Project Manager for the City's 2024 CORP.

PROJECT TEAM



Stephen Tremlett, AICP, CNU-A
Principal in Charge

Stephen will provide overall leadership and accountability by overseeing quality, scope, budget, schedule, and alignment with the City's goals. He will also support the downtown and neighborhood plan components.



Morgan Shapiro, AICP
Lead Planner

Morgan will lead and coordinate the Comp Plan update by managing analysis, public and stakeholder engagement, plan development, interdepartmental collaboration, and CDBG compliance through adoption.



Olivia Bolton
Urban Designer

Olivia leads our urban design projects and will support land use, downtown review, and neighborhood review. She will also support promotional materials and engagement preparation.



Sarah Morrison
GIS Analyst II

Sarah will create and analyze maps and spatial data to support planning decisions and graphic content.



Art Bahr
CDBG/Funding Specialist

Art will assist with meeting scheduling and facilitating and give overall project input based on his CDBG, utility, and administrator experience.



Dave Rasmussen
TIF/Funding Specialist

Dave will provide funding advice and potentially meeting attendance.

Resumes for our key personnel are included in the proposal appendices.

PROJECT BUDGET & COST EFFECTIVENESS

Based on the scope outlined in the proposal, **MSA can provide the Comprehensive Plan Update for \$60,000.**

COST-EFFECTIVE COMPONENTS:

- We intend to schedule several in-person activities during a two-day visit to the community at the beginning of the project to meet with staff (plus, City tour), attend a citizen steering committee, and host a booth at a local event. If timing works, we can also hold a focus group during this visit.
- Using online service tools (e.g., online survey, online input mapping tool, Teams/Zoom), we have the capabilities to be flexible with participants schedules and allow more engagement with our expertise and knowledgeable staff at lower costs than if we traveled for all activities.
- Longer planning processes can often lead to engagement fatigue and require greater investment of staff time and effort; by contrast, our intentional 12 to 14 month comprehensive plan timeline builds and sustains engagement momentum, optimizes the use of staff resources, and reduces overall project costs while delivering a high-quality streamlined final plan.

PROJECT BUDGET

PHASE	COST
Community Engagement Process	\$19,170
Document Development	\$26,800
Project Management / Staff Review Meetings	\$5,480
City Meetings & Citizen Steering Committee Meetings	\$6,820
Reimbursables	\$1,730
TOTAL	\$60,000

ADDITIONAL ITEMS	COST
Downtown (standalone section/chapter)	\$3,500
Sustainability (standalone section/chapter)	\$2,000
Attend Meeting In-Person (per)	\$2,600

FEE SCHEDULE

TEAM MEMBER	RATE	HOURS
Stephen Tremlett, AICP, CNU-A	\$215	15
Emily Soderberg, AICP	\$170	68
Morgan Shapiro, AICP	\$130	244
Olivia Bolton	\$130	46
Sarah Morrison	\$145	25
Art Bahr	\$175	8
Dave Rasmussen	\$175	8



Professional Services Agreement

MSA Project Number: Project Number

This AGREEMENT (Agreement) is made effective Date of Issuance by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: MSA Address, MSA City, MSA State MSA Zip

Phone: MSA Phone

Representative: MSA Contact

Email: MSA Email

OWNER'S NAME (OWNER)

Address: Owner's Address, Owner's City, Owner's State Owner's Zip

Phone: Owner's Phone

Representative: Owner's Representative

Email: Owner's Email

Project Name: Project Name

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: Start Date
Approximate Completion Date: Completion Date

The lump sum fee for the work is: \$Lump Sum Fee

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

OWNER'S NAME

MSA PROFESSIONAL SERVICES, INC.

Owner's Contact

MSA Contact

Owner's Title

MSA Title

Date: _____

Date: _____

OWNER ATTEST: (optional)

Owner Attest Name

Title

Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING) (rev 11/25)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. Owner's Responsibilities.

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:
SCOPE OF SERVICES**

INSERT SCOPE OF SERVICES HERE

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

City of Ashland Comprehensive Plan Updates
City of Ashland, WI

Do you have family or business ties to any of the people listed below?
Yes No

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- MATTHEW MACKENZIE, MAYOR
- CHARLIE ORTMAN, DISTRICT 6 COUNCILOR AND COUNCIL PRESIDENT
- KEVIN SEEFELDT, DISTRICT 1 COUNCILOR

- SHAWN BREDE, DISTRICT 2 COUNCILOR
- PETER LEVI, DISTRICT 3 COUNCILOR
- ANDREW GOYKE, DISTRICT 4 COUNCILOR

- JIIM GREGOIRE, DISTRICT 5 COUNCILOR
- NANCY SZTYNDOR, DISTRICT 7 COUNCILOR


CITY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- BRANT KUCERA, CITY ADMINISTRATOR
- TYLER WICKMAN, CITY ATTORNEY
- DENISE OLIPHANT, CITY CLERK

- JULIE VAILLANCOURT, FINANCE DIRECTOR
- STEVEN WILEY, PLANNING AND DEVELOPMENT DIRECTOR

Description of Relationship(s):

Please Note: The name of any contractor with a potential conflict of interest will be disclosed at the City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

John Langhans, PE	Service Line Leader	
Printed Name of Individual	Title	Signature
MSA Professional Services, Inc.		04/27/2026
Name of Business/Firm/Company		Date Signed [MM/DD/YYYY]

Code of Federal Regulations Title 24 570.489(h) Program Administrative Requirements

(h) Conflict of interest: (1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;
- (vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

**Division of Energy, Housing and Community Resources
Lobbying Certification**

GRANTEE/UGLG* NAME: City of Ashland, WI
DEHCR GRANT AGREEMENT #: CDBG-PLNG 26-01

LOBBYING CERTIFICATION

FROM THE Municipality/UGLG*
 Contractor/Subcontractor
 Subrecipient
 Other (Specify entity type below):
Consultant

The undersigned certifies, to the best of their knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MSA Professional Services, Inc.

Name of Entity Completing This Form (i.e., UGLG* / Company / Organization / Firm Name)



Signature (required)

John Langhans, PE

Printed/Typed Name of the Chief Elected Official, Owner, Chief Executive Officer, or Other Authorized Representative of the Entity/Organization

*UGLG: Unit of General Local Government

Lobbying Certification

Service Line Leader 04/27/2026

Title

Date Signed

Attach03-D Form v.2025-04-14

Not Applicable

Fill out only if you have activities to disclose

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352 OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <u>[REDACTED]</u> * Street 1 <u>[REDACTED]</u> Street 2 <u>[REDACTED]</u> * City <u>[REDACTED]</u> State <u>[REDACTED]</u> Zip <u>[REDACTED]</u> Congressional District, if known: <u>[REDACTED]</u>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <u>[REDACTED]</u>	7. * Federal Program Name/Description: <u>[REDACTED]</u> CFDA Number, if applicable: <u>[REDACTED]</u>	
8. Federal Action Number, if known: <u>[REDACTED]</u>	9. Award Amount, if known: \$ <u>[REDACTED]</u>	
10. a. Name and Address of Lobbying Registrant: Prefix <u>[REDACTED]</u> * First Name <u>[REDACTED]</u> Middle Name <u>[REDACTED]</u> * Last Name <u>[REDACTED]</u> Suffix <u>[REDACTED]</u> * Street 1 <u>[REDACTED]</u> Street 2 <u>[REDACTED]</u> * City <u>[REDACTED]</u> State <u>[REDACTED]</u> Zip <u>[REDACTED]</u>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <u>[REDACTED]</u> * First Name <u>[REDACTED]</u> Middle Name <u>[REDACTED]</u> * Last Name <u>[REDACTED]</u> Suffix <u>[REDACTED]</u> * Street 1 <u>[REDACTED]</u> Street 2 <u>[REDACTED]</u> * City <u>[REDACTED]</u> State <u>[REDACTED]</u> Zip <u>[REDACTED]</u>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <u>Completed on submission to Grants.gov</u> * Name: Prefix <u>[REDACTED]</u> * First Name <u>[REDACTED]</u> Middle Name <u>[REDACTED]</u> * Last Name <u>[REDACTED]</u> Suffix <u>[REDACTED]</u> Title: <u>[REDACTED]</u> Telephone No.: <u>[REDACTED]</u> Date: <u>Completed on submission to Grants.gov</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

APPENDIX



Emily Soderberg, AICP

PROJECT MANAGER

Emily is an experienced project leader with diversified planning experience. She has successfully led the completion of community-wide plans across Wisconsin and is the lead author of several elements of the City of La Crosse Comprehensive Plan Update. She was also the Lead Planner and Project Manager for two recent City of Madison projects, namely their Park and Open Space Plan (2025) and Sustainability Plan (2024). Emily is a graduate of the University of Michigan's Urban and Regional Planning Master's program where she concentrated in land use and environmental planning. As a skilled communicator, she is adept at leading public engagement, building consensus among project stakeholders, and keeping her clients informed as a project progresses.

SELECTED PROJECT EXPERIENCE

EDUCATION

Master of Urban and Regional Planning, University of Michigan

B.S., Sustainable Built Environments, University of Arizona Honors College

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association

AREAS OF EXPERTISE

- Project Management
- Environmental Sustainability
- Housing Studies
- Community Engagement
- Research and Analysis

Comprehensive Plan Update, La Crosse, WI

Conducted policy research and data collection to inform the housing, transportation, and utilities and community facilities elements of the plan. Interviewed stakeholders and collaborated with the consultant team to develop policy goals, strategies, and objectives.

Comprehensive Plan Update and Comprehensive Outdoor Recreation Plan (CORP), Dane, WI

Oversaw the development of the Village's first CORP from beginning to end. Collaborated with Village staff and the Parks and Recreation Committee to develop the plan's recommendations. As an outcome of this planning process, the Village of Dane is now eligible for key state and federal grants.

Comprehensive Plan and CORP Update, Osceola, WI

As Project Manager, oversaw the development of the Village of Osceola's Comprehensive Plan and CORP update. Coordinated with MSA staff to execute the work plan and attend Village meetings, and reviewed work for quality assurance. The development of the CORP enabled the Village to apply for a Knowles-Nelson Stewardship grant in 2024.

Additional Project Management Experience

- Comprehensive Outdoor Recreation Plan, Ashland, WI
- Comprehensive Plan and CORP, Deerfield, WI
- Wausau-Merrill Trail Feasibility Study, Marathon County, WI
- Waunakee Sustainability Plan, Waunakee, WI
- Comprehensive Plan and Comprehensive Outdoor Recreation Plan (CORP) Update, Menomonee Falls, WI
- Comprehensive Plan Update, Genoa City, WI
- Comprehensive Plan, Hillsboro, WI
- Comprehensive Plan, Suring, WI
- Comprehensive Plan, Tigerton, WI

Additional Projects

- Sustainability Plan, Madison, WI
- Memorial Park Master Plan and CORP Update, Hillsboro, WI
- Park and Open Space Plan, Madison, WI
- Parks Planning, La Crescent, MN
- CORP/Bike-Ped Update, Waunakee & Westport, WI



Stephen Tremlett, AICP, CNU-A

PRINCIPAL IN CHARGE

With more than 19 years of consulting experience, Steve has taken on primary roles in downtown planning and design projects, commercial/residential development concept plans, bike/pedestrian plans, and the development of comprehensive plans and design standards. His architectural and planning background includes emphasis in site planning, urban redevelopment, zoning administration, and urban design using a variety of applications.

SELECTED PROJECT EXPERIENCE

EDUCATION

M.S., Architecture and Urban Planning
University of Wisconsin-Milwaukee

B.S., Architecture
University of Wisconsin-Milwaukee

CERTIFICATIONS

American Institute of Certified Planners
Congress of New Urbanism-Accredited

AFFILIATIONS

Congress of New Urbanism
American Planning Association

AREAS OF EXPERTISE

- Urban Design and Redevelopment
- Comprehensive Planning
- Park Planning
- Streetscape Planning
- Private Development

Comprehensive Plan, Fond du Lac, WI

Led the project from start to finish, as well as crafted the content, designed the plan layout, and facilitated the public engagement process. This process had to be altered as it began before and ended during the pandemic. The draft plan review and adoption processes were facilitated through hybrid meetings with recordings available during the 30-day public comment period.

Comprehensive Plan, Sun Prairie, WI

Developed the plan (content and plan layout) and facilitated portions of the public engagement process. Involved in all staff meetings to review and consider edits to the draft plan.

Anton Drive Redevelopment Plan, Fitchburg, WI

The purpose of this study was to create a redevelopment plan and implementation strategy for lands in the northwest quadrant of the US 18/151 and CTH PD intersection. The primary improvements impacted the planning area include two new grade-separated interchanges, a roundabout intersection conversion, and the extension of major collector street through a large undeveloped portion of the study area. The Plan's overall vision guided land use, urban design, transportation, utilities and stormwater decisions during and after the US 18/151 reconstruction project in 2020.

Additional Comprehensive Planning Projects:

- Amery, WI
- Brodhead, WI
- Burlington, IA
- Blue Mounds, WI
- Durant, IA
- Eagle River, WI
- Fairchild, WI
- Fitchburg, WI
- Fox Crossing, WI
- Holmen, WI
- Howard, WI
- Keota, IA
- La Crescent, MN
- Le Roy, IL
- Lodi, WI
- Gilbert, MN
- McFarland, WI
- Menomonee Falls, WI
- Rapids City, IL
- Rio, WI
- Sparta, WI
- Tomah, WI
- Tuscola, IL

Additional Neighborhood/Corridor Plans:

Cross Plains, WI; Holmen, WI; Middleton, WI; Fitchburg, WI; Rothschild, WI; Sun Prairie, WI; Verona, WI; Rock Island, IL

Downtown Plans:

Over 20 communities across the Upper Midwest

Private Development:

Cambridge, WI; DeForest, WI; Lodi, WI; Madison, WI; Merrimac, WI; Richfield, WI; Stoughton, WI; Sun Prairie, WI; Sussex, WI



Morgan Shapiro, AICP

Lead Planner

Morgan is a certified planner with professional experience supporting municipal planning projects across Wisconsin. Her work focuses on comprehensive planning, comprehensive outdoor recreation planning, and housing studies, with responsibilities ranging from data analysis and policy development to public engagement and final document production. Her professional approach emphasizes collaboration, transparency, and working alongside staff and community members to identify true “win-win” opportunities. Morgan is skilled in facilitating public engagement workshops, coordinating with interdisciplinary teams, and preparing planning materials that are both accessible and visually engaging.

Education

Master of Urban Planning, University of Wisconsin-Milwaukee
B.A., Geoscience, Studio Art, Lawrence University

Certification

American Institute of Certified Planners

Selected Project Experience

- Comprehensive Outdoor Recreation Plan, Ashland, WI
- Comprehensive Plan, Suring, WI
- Comprehensive Plan, Menomonee Falls, WI
- Comprehensive Plan, Deerfield, WI
- Comprehensive Plan, Hortonville, WI
- Comprehensive Plan, Osceola, WI
- Downtown Urban Design Project, Sun Prairie, WI
- Safe Streets and Roads for All Plan, Park Falls, WI
- Greenfield Neighborhood Plans, Fitchburg, WI
- Sustainability Plan and Development Design, Madison, WI
- CORP Update, Stoughton, WI
- CORP + Master Plan, Winnebago County, WI
- POSP + Master Plan, Mequon, WI
- CORP Update, Hartford, WI
- Housing Study, Menasha, WI



Olivia Bolton

Urban Designer

Specializing in urban design and sustainable land use, Olivia is committed to building vibrant, inclusive and environmentally conscious communities through forward-thinking design solutions. She is skilled in public engagement, data analysis and visualization, and graphic and written communication – all key to her role in supporting your project. Her approach to synthesizing public input is grounded in capturing the collective voice of a community; as an urban designer, she looks for unexpected ways to “connect the dots.” Through cultivating relationships and bridging disciplines, Olivia helps empower communities and improve their resiliency. She is also an active member of the American Planning Association’s Wisconsin chapter

Education

M. Arch, Architecture, University of Kansas
M.U.P., Urban Planning, University of Kansas
B.A., Architectural Studies, University of Kansas

Certification

American Institute of Certified Planners

Selected Project Experience

- District Redevelopment Plans, McFarland, WI
- Comprehensive Plan, Hillsboro, WI
- Comprehensive Plan, Menomonee Falls, WI
- Comprehensive Plan, Wrightstown, WI
- Comprehensive Plan, Wausaukee, WI
- Outdoor Recreation Plan, Lake Delton, WI
- Outdoor Recreation Plan, Madison, WI
- Outdoor Recreation Plan, Menomonee Falls, WI
- South Stoner Prairie Neighborhood Plan, Fitchburg, WI



Sarah Morrison

GIS Analyst II

Sarah's experience includes field collection and observation, GPS post-processing, and assisting with design, plans, reports, maps, schedules, and various documents. Sarah is also familiar with GIS and creating maps and exhibits for both internal and external clients. She also has experience coordinating with utilities and municipalities, assisting with public involvement meetings and discussing projects with both project staff, officials, and members of the public, completing wetland delineation field work and reports, Phase I and II reporting and inspections, and NEPA reports.

Education

B.S., Geography, University of Wisconsin-La Crosse

Selected Project Experience

- Comprehensive Plans
 - Menomonee Falls, WI
 - Fond du Lac, WI
 - Shorewood Hills, WI
 - Lake Delton, WI
 - Belleville, WI
 - Pardeeville, WI
 - West Baraboo, WI
 - Holmen, WI
 - Berlin, WI
 - Genoa City, WI
 - Wrightstown, WI
 - Morrison, WI
 - Hillsboro, WI



Art Bahr

GDBG/Funding Specialist

Art brings 20 years of experience working with various Wisconsin communities regarding CDBG, USDA-RD, DNR, and TIF funding. Art's unique experience in government administration and public/private utilities allow for an in-depth understanding of budgeting and funding. He has successfully guided many reconstruction and new construction projects. As a previous municipal administrator and elected official, he understands the difficult decisions and positions an official must make. In all of his positions, he has also taken great pride in his ability to form "win-win" relationships with local, state and federal regulators. He's a proven professional able to adapt and apply skills to attain any goal. Art is a team player and leader with strong communication skills and high standards of ethics and honesty.

Education

A.S., Leadership Development, Northeast Wisconsin Technical College

Selected Project Experience

- Downtown Plaza Project, CDBG PF and CL Applications, Shawano, WI
- S. Metonga, W. Jackson, W. Madison Street/Utility Reconstruction Project, CDBGPF/CLOSE Funding Application and Administration, Crandon, WI
- Lakeview Park Project, RBF Grant Application, Cecil, WI
- CDBG-CLOSE, CDBG-CL-PF, MLS, CARES Act, ARPA, SDW LSL Removal, EDA Tourism Grant, Neighborhood Improvement Grant and CDBG-CV Assistance, Shawano, WI



Dave Rasmussen

TIF/Funding Specialist

Dave is a Community Development Specialist at MSA and has more than 35 years of community and economic development experience with communities in northern Wisconsin. He is experienced in a broad range of planning activities, including community and economic development, land use planning and downtown redevelopment. He has an extensive background in tax increment financing, and grant writing and administration. Between 2015 and 2016, Dave served as one of twelve experts on the State of Wisconsin's Joint Legislative Council Special Committee on Tax Increment Financing.

Education

B.S., Regional Analysis, University of Wisconsin-Green Bay

Selected Project Experience

- Comprehensive Plans
 - Altoona, WI
 - Siren, WI
 - Rice Lake, WI
 - Amery, WI
 - Augusta, WI
 - Hurley, WI
 - Montreal, WI
 - Dallas, WI
 - Dresser, WI
 - Exeland, WI
 - Lake Nebagamon, WI
 - Luck, WI
 - Hayward, WI

IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.
COMPREHENSIVE PLAN UPDATE | ASHLAND, WI | APRIL 27, 2026

Ref: 2026-126

**COUNCIL AGENDA:
10.A. (6/30/2026)**

SUBJECT: Resolution to Discontinue Undeveloped Right of Way Located at that Portion of 21st Avenue East Adjacent to Parcel No. 201-03768-0000 and No. 201-03717-0000, and Undeveloped Right of Way Adjacent to Parcel No. 201-03717-0000 and No. 201-05077-0200 (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
Public Works Director
City Administrator
Plan Commission (Recommended approval at their May 19, 2026 Plan Commission meeting)

EXHIBITS:

1. Proposed Resolution No. 17881
2. Plan Commission Staff Report - May 19, 2026
3. Certified Survey Map - Sheet 1 of 2
4. Certified Survey Map - Sheet 2 of 2

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Plan Commission reviewed and recommended approval at the May 19, 2026 Plan Commission meeting. The Council formally introduced the resolution stating the intent to vacate the rights-of-way at the May 12, 2026 Council meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The right-of-way discontinuance is consistent with Comprehensive Plan. Staff and the Plan Commission have not identified conflicts with the plan. The subject rights of way are not considered essential. The subject site is located within the overlap of the Traditional Neighborhood & Mixed Use and Low/Moderate Density and Special Districts zones. The Comprehensive Plan does not call out specific uses for these zones. The plan states that a land use map at the scale provided for in the Future Land Use Map cannot illustrate all existing or desired conditions on the ground level in neighborhoods. Staff does not have concerns with the right-of-way discontinuance in relation to the Comprehensive Plan.

SUMMARY STATEMENT:

This request is to vacate City right-of-way including undeveloped portions of 21st Avenue East and 7th Street East located east of the Public Works facility. This is necessary to allow for the City to transfer vacant, unused property to Bill Gast who would like to then transfer the property to Brian Olby.

Mr. Olby is the new owner of Chicago Iron and has cleaned up the Chicago Iron property and revised the business's operations. Mr. Olby would like to acquire City property including the subject rights-of-way to be discontinued. This would allow him to combine the additional land area with the Chicago Iron property and potentially construct a customer access off of 6th Street East to improve the customer experience. Mr. Gast would acquire the property and transfer it to Mr. Olby. Alternatively, Mr. Gast is fine with the City transferring the property to Mr. Olby.

Staff would work with the City Attorney's office and Mr. Gast and Mr. Olby on the transfer if approved. In exchange for the City transferring property to Mr. Gast/Mr. Olby, Mr. Gast would transfer approximately six acres of property owned by the William and Ann Gast Trust which includes ski trails used by members of the community on the west side of the City.

Please see the included Plan Commission staff report for more information.

RESOLUTION No. 17881

RESOLUTION TO DISCONTINUE UNDEVELOPED RIGHT OF WAY LOCATED AT THAT PORTION OF 21ST AVENUE EAST ADJACENT TO PARCEL NO. 201-03768-0000 AND NO. 201-03717-0000, AND UNDEVELOPED RIGHT OF WAY ADJACENT TO PARCEL NO. 201-03717-0000 AND NO. 201-05077-0200

WHEREAS, pursuant to Wis. Stat. §66.1003 and City Ordinance 618.03, the Common Council of the City of Ashland introduced this resolution to discontinue a portion of right of way in the City of Ashland, Ashland County, Wisconsin, identified as:

A PORTION OF 21ST AVE. E. & 7TH ST. E. LOCATED ADJACENT TO BLOCKS 88, 111 & 113 OF LAKE SHORE ADDITION AS LOCATED IN PORTIONS OF THE SE ¼ - NW ¼ & NE ¼ - SW ¼, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N ¼ CORNER OF SAID SECTION; THENCE S00°23'35"W ALONG THE MONUMENTED EAST LINE OF THE NW ¼ A DISTANCE OF 1,400.32 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF 7TH ST. E. WHICH IS THE POINT OF BEGINNING; THENCE S00°23'35"W AND CONTINUING ALONG SAID MONUMENTED EAST LINE A DISTANCE OF 78.28 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF 7TH ST. E.; THENCE S57°51'37"W ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 107.35 FEET; THENCE N59°41'20"W A DISTANCE OF 176.29 FEET TO THE INTERSECTION WITH THE WEST LINE OF 21ST AVE. E.; THENCE N32°23'51"W ALONG SAID WEST LINE A DISTANCE OF 208.29 FEET TO THE SOUTHERLY RIGHT OF WAY OF 6TH ST. E.; THENCE N57°47'15"E ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF 21ST AVE. E.; THENCE S32°23'51"E ALONG SAID RIGHT OF WAY A DISTANCE OF 298.67 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF 7TH ST. E.; THENCE N57°51'37"E ALONG SAID RIGHT OF WAY A DISTANCE OF 170.58 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Common Council finds it to be in the public interest to discontinue the above-mentioned right-of-way, with the exception of any needed easements for public utilities and access to public utilities, including but not limited to: water, sewer, electric, and natural gas utilities, which interests are specifically reserved by and for the benefit of the City of Ashland and any other public utility; and,

WHEREAS, the Plan Commission considered this matter at its May 19, 2026, meeting and recommended that the Common Council approve the resolution to discontinue the above-mentioned right of way; and,

WHEREAS, the Common Council held a public hearing on June 30, 2026, notification of which was given by publishing the notice of the hearing in the newspaper and notifying abutting property owners as required by Wis. Stat. §66.1003; and

WHEREAS, the Common Council gathered public input to confirm that it is in the best interests of the City to discontinue and vacate the above-mentioned right-of-way and deems it is in the best interest of the City to vacate said right-of-way.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland hereby vacates and discontinues the above described undeveloped right-of-way, and relinquishes all claims and responsibilities pertaining thereto contingent upon the following conditions:

- The right-of-way vacation and land transfer request shall be contingent on one another. Both shall require approval in order for either to proceed.
- Pending approval of the land transfer request, the City shall combine the former right-of-way parcel with part of parcel # 201-03768-0000, parcel #s 201-03717-0000 and 201-03772-0000, and part of parcel # 201-05077-0200 via Certified Survey Map (CSM) to create one lot and City staff shall review and approve the CSM prior to recording at the County.
- The approved CSM shall include a 20-foot wide sanitary sewer easement where required to allow the City access to maintain the existing sanitary sewer under portions of the right-of-way.
- Vehicle access to Chicago Iron’s property shall be determined through coordination with the Department of Public Works and applicant shall obtain all approvals and permits prior to constructing access or other improvements on the property.

APPROVED: June 30, 2026

Charlie Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Find yourself next to the water.



City of Ashland, Wisconsin

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

**DEPARTMENT OF
PLANNING &
DEVELOPMENT**

601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – May 19th, 2026

Agenda Item # 6a:	Review and approval of a request to vacate undeveloped portions of 21st Avenue East and 7th Street East rights-of-way between parcels 201-03768-0000, 201-03717-0000, 201-03772-0000, and 201-05077-0200
Zoning District:	Public Institutional (Recommended for Zone Change to Heavy Industrial (HI), Heavy Industrial (HI) adjacent to segments to be discontinued
Property Address:	N/A - Vacant
Location:	Undeveloped Portions of 21 st Avenue East and 7 th Street East located east of the City of Ashland Public Works facility and west of 22 nd Street
Applicant:	City of Ashland
Staff Contact:	Steven Wiley

Background

The City of Ashland and Bill Gast have discussed a land exchange between the City and Mr. Gast. Bill Gast and Brian Olby (Mr. Olby is the new owner of Chicago Iron) would like to acquire approximately 118,221 square feet (2.71 acres) of City-owned land area east of the City Public Works facility for use by Chicago Iron to allow Chicago Iron to construct a customer driveway access off of 6th Street East along with a parking area to serve the retail component of the Chicago Iron business. The City had surveyor Pat McKuen draft a Certified Survey Map (CSM) to combine the City parcels and right-of-way areas into one parcel to transfer to Mr. Gast or Mr. Olby. In order to combine the parcels and approve the CSM, the City must discontinue the rights-of-way dividing the parcels. This will allow the creation of a combined parcel outlined in the draft CSM for transfer as part of the land exchange. The City has initiated the right-of-way discontinuance process. The first step of the process is for the City to introduce a resolution declaring the intent to vacate the subject rights-of-way. The City Council voted to introduce this required resolution at the May 12th, 2026 Council meeting. From there staff can finish their review of the proposed right-of-way discontinuance. Staff has reviewed and discussed the discontinuance and does not have concerns. Staff is now referring the proposed discontinuance to Plan Commission for review and a recommendation prior placing it on a Council agenda for a public hearing and a final decision. The Council public hearing and action cannot occur less than 40 days after the introduction of the resolution declaring the intent to vacate the rights-of-way. The Council public hearing will require a Class III notice in the Ashland Daily Press.

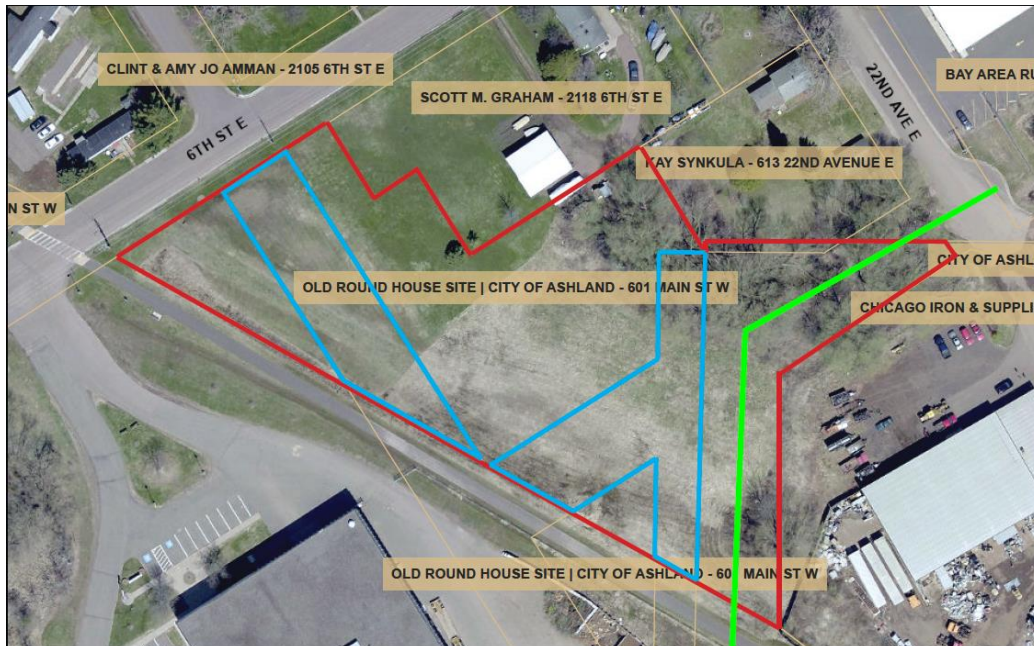
The right-of-way areas in question are approximately 34,450 square feet (0.791 acres) in area. The City's proposed discontinuance of these areas would not cut off access for any property owner. City staff requests that the Plan Commission review and recommend approval of the proposed right-of-way discontinuance.

Existing Land Use	Zoning
Vacant: Undeveloped platted street right-of-way	Public Institutional (PI), Heavy Industrial (HI) (abutting) <i>*Plan Commission recommended zone change from PI to HI for abutting City land area.</i>

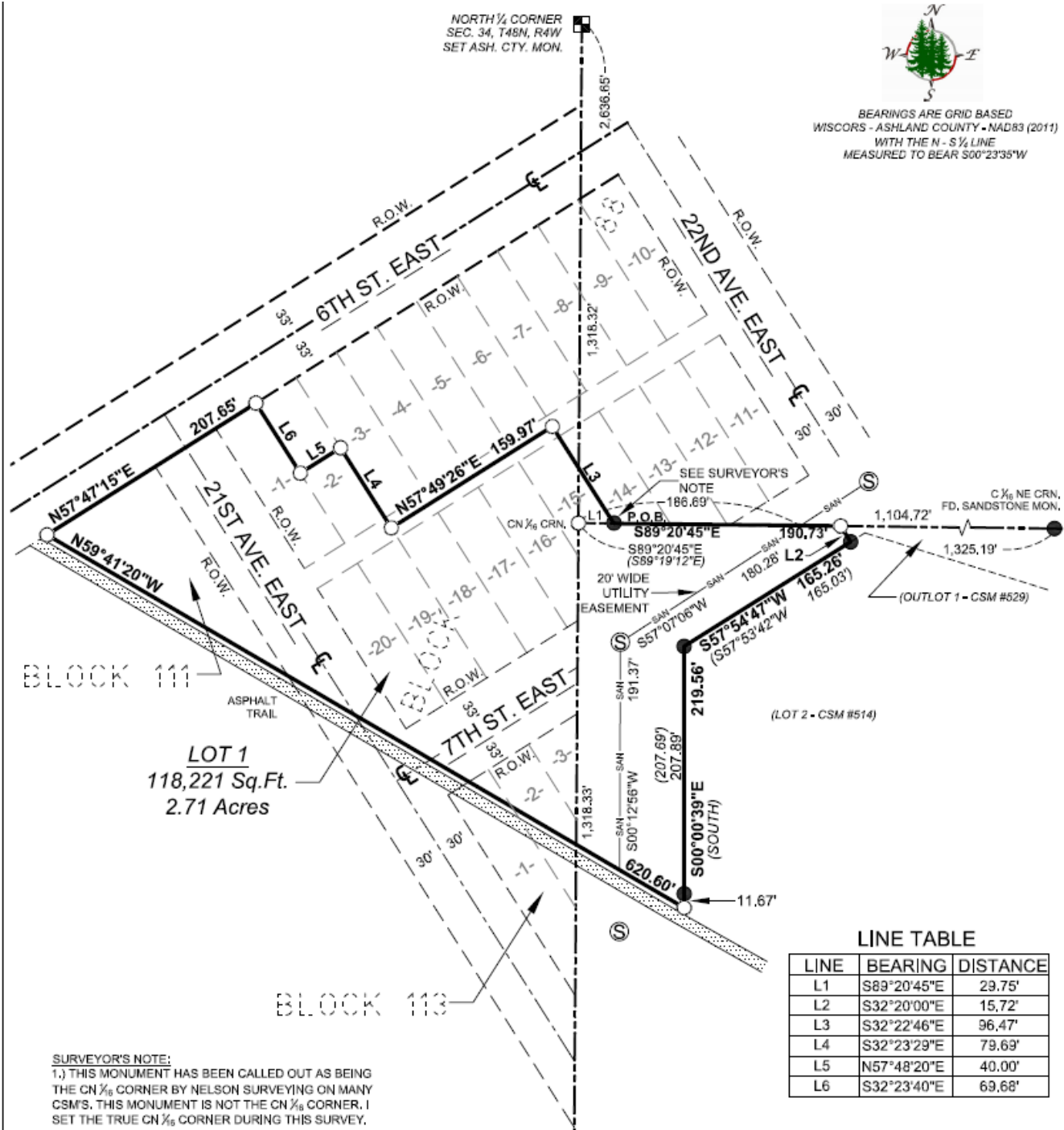
Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Single-Family Residential	Single-Family Residential (R-1)
South	Public Works, Wastewater Treatment Plant	Public Institutional (PI)
East	Residential, Bay Area Rural Transit, Chicago Iron, Undeveloped, Wooded	Single-Family Residential (R-1), Heavy Industrial (HI), Light Industrial (LI), Floodplain Overlay (F-O).
West	Public Works, Single and Two-Family Residential	Public Institutional (PI), Single and Two-Family Residential (R-2)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Traditional Neighborhood and Mixed Use and Low-Moderate Density and Special Districts



The map shows the red outline of the City-owned land area for which Mr. Gast has requested the City transfer to him or Brian Olby. The blue lines indicate the City right-of-way to be vacated, and the green shows an existing sanitary sewer.



The image above is from the CSM surveyor Pat McKuen did of the subject property including the rights-of-way to vacate.

The City's Municipal Code 618 allows for right-of-way vacations initiated by the City and right-of-way vacations initiated by property owners. In this case the City has initiated the request and staff requested that the City Council introduce the required resolution declaring the intent to vacate the rights-of-way.

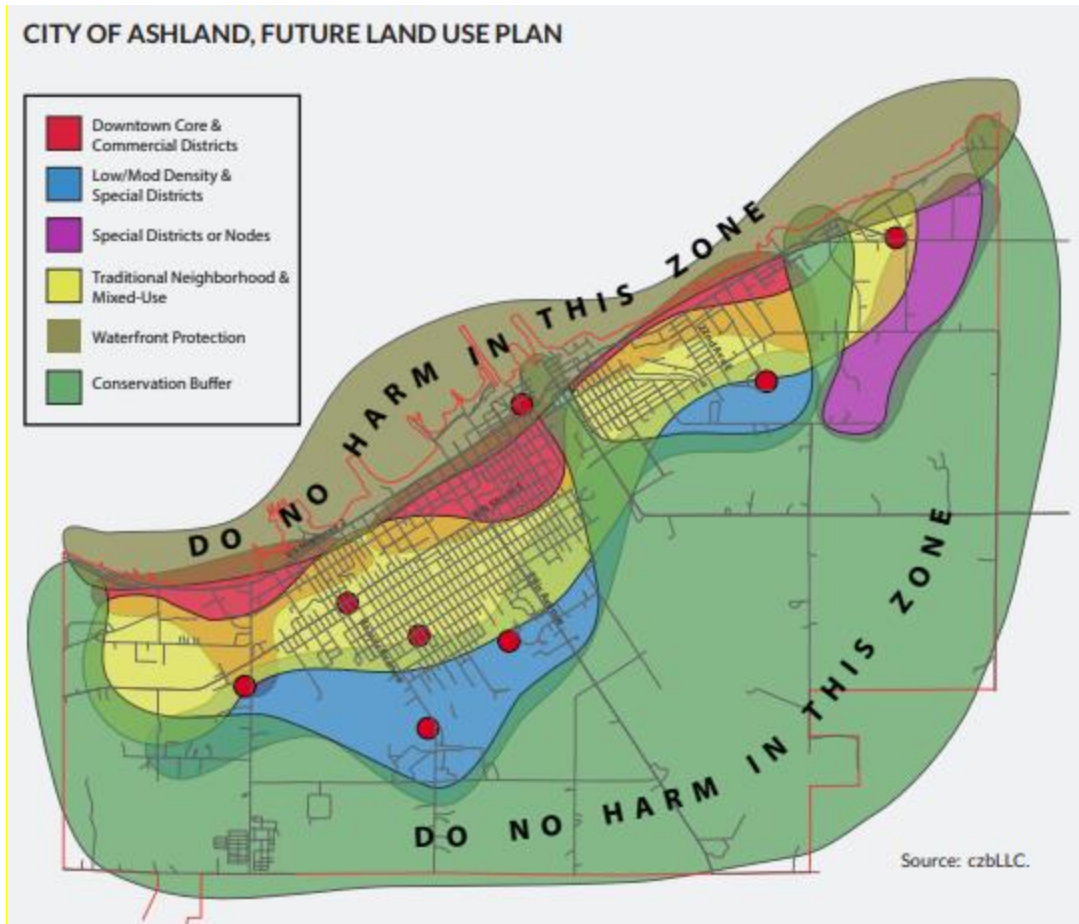
Planning staff has discussed the request with the City Administrator and Public Works Department. Approval of the right-of-way vacation would not cut off access to any neighboring parcels. The City does not have plans to extend streets along the subject right-of-way segments. Therefore, staff does not have concerns with the right-of-way vacation as proposed. Staff would recommend that the approval of the right-of-way vacation is contingent on the approval of the associated land transfer.

The Plan Commission can make a recommendation regarding the right-of-way vacation as requested. From there the request goes to the City Council who will hold a public hearing as required by ordinance. If the request and the land transfer request are approved staff will work with Mr. Gast and Mr. Olby and the City Attorney to get the land exchange completed.

Consistency with the Comprehensive Plan

The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. The subject rights-of-way and part of parcel # 201-03768-0000, parcel #s 201-03717-0000 and 201-03772-0000, and part of parcel # 201-05077-0200 are currently vacant and are not considered essential parcels for the City. To staff's knowledge the right-of-way area does not have easements or deed restrictions attached. Staff would recommend as a condition of approval that the right-of-way vacation include a 20-foot wide sanitary sewer easement where required as shown on the draft CSM to allow the City to access and maintain the underground sewer located under the rights-of-way.

The requested right-of-way vacation is in conformance with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The subject site is located within the overlap of the Traditional Neighborhood & Mixed-Use and Low/Moderate Density and Special Districts. The Comprehensive Plan does not call out specific recommended uses for the Low/Moderate and Special Districts zones. The plan explains that a land use map at the scale provided for the Future Land Use Map cannot illustrate all existing or desired conditions on the ground level in neighborhoods. Chicago Iron is an existing use that has been industrial in nature for the past several years. The new owner has taken and continues to take steps to clean up the property and streamline operations to make the front of the property more commercial rather than industrial in nature. City staff does not have concerns with the proposed right-of-way vacation and land transfer in relation to the Comprehensive Plan goals.



Compatibility with Municipal Code

The abutting City-owned properties are platted but undeveloped. No privately-owned properties directly abut or have access from the rights-of-way in question. Municipal Code section 618 details the process that right-of-way vacations must follow. The City Council has introduced a resolution declaring the City's intent to vacate the rights-of-way as required by Statute and ordinance. No petition or signatures from adjacent property owners are required because this is a City-initiated right-of-way discontinuance. The required Class III public hearing notice for the Council public hearing will be submitted to the local newspaper. The right-of-way vacation as proposed will not result in any landlocked parcels or restrict access to existing properties. Staff has determined that the request is compatible and in compliance with the Municipal Code.

Review Recommendation

Staff recommends APPROVAL of the request to vacate undeveloped portions of 21st Avenue East and 7th Street East rights-of-way between parcels 201-03768-0000, 201-03717-0000, 201-03772-0000, and 201-05077-0200 contingent on the following conditions:

- The right-of-way vacation and land transfer request shall be contingent on one another. Both shall require approval in order for either to proceed.
- Pending approval of the land transfer request, the City shall combine the former right-of-way parcel with part of parcel # 201-03768-0000, parcel #s 201-03717-0000 and 201-03772-0000, and part of parcel # 201-05077-0200 via Certified Survey Map (CSM) to create one lot and City staff shall review and approve the CSM prior to recording at the County.

- The approved CSM shall include a 20-foot wide sanitary sewer easement where required to allow the City access to maintain the existing sanitary sewer under portions of the right-of-way.
- Vehicle access to Chicago Iron's property shall be determined through coordination with the Department of Public Works and applicant shall obtain all approvals and permits prior to constructing access or other improvements on the property.

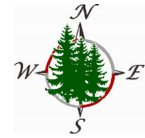
Additionally, as a Public Hearing is scheduled for the proposed Right-of-Way Vacation the Plan Commission should hear all input from the public prior to making a determination. A Class II public hearing notice was published in the Ashland Daily Press on April 30th and May 7th. The required Class 3 Public Hearing notice for the Council meeting will be issued for the June 30th Council meeting, and information regarding the Public Hearing scheduled for the June 30th Council meeting will be included in the notices to be mailed to surrounding property owners.

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.

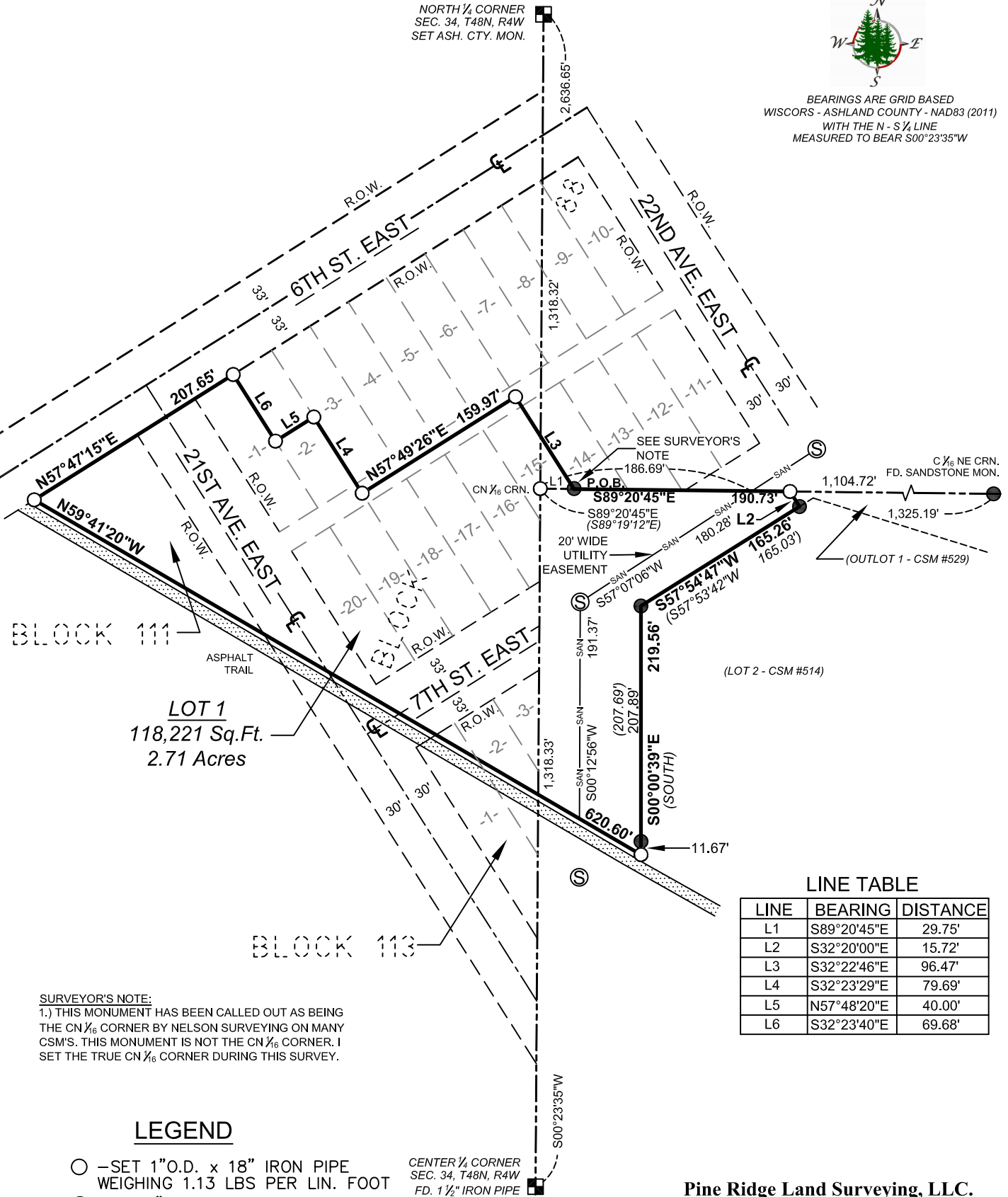
ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 1 & THE SOUTH 1/2 OF LOT 2 & LOTS 15 - 20 TOGETHER WITH THE VACATED ALLEY ADJACENT, BLOCK 88, TOGETHER WITH PART OF LOT 2 & ALL OF LOT 3, BLOCK 113, TOGETHER WITH PART OF BLOCK 111, TOGETHER WITH VACATED 21ST AVE. E. & 7TH ST. E. ADJACENT, LAKE SHORE ADDITION, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI.

NORTH 1/4 CORNER
SEC. 34, T48N, R4W
SET ASH. CTY. MON.



BEARINGS ARE GRID BASED
WISCORS - ASHLAND COUNTY - NAD83 (2011)
WITH THE N - S 1/4 LINE
MEASURED TO BEAR S00°23'35"W



BLOCK 111

LOT 1
118,221 Sq.Ft.
2.71 Acres

BLOCK 113

SURVEYOR'S NOTE:

1.) THIS MONUMENT HAS BEEN CALLED OUT AS BEING THE CN 1/6 CORNER BY NELSON SURVEYING ON MANY CSM'S. THIS MONUMENT IS NOT THE CN 1/6 CORNER. I SET THE TRUE CN 1/6 CORNER DURING THIS SURVEY.

LEGEND

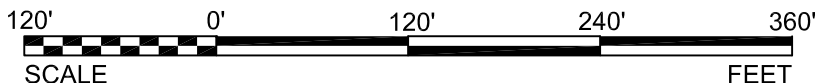
- -SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS PER LIN. FOOT
- -FD. 1" O.D. IRON PIPE (UNLESS OTHERWISE NOTED)
- () -RECORDED AS DIMENSION
- ⊙ -SANITARY MANHOLE
- SAN -SANITARY LINE

CENTER 1/4 CORNER
SEC. 34, T48N, R4W
FD. 1 1/2" IRON PIPE

FIELDWORK COMPLETED:
4/16/26

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°20'45"E	29.75'
L2	S32°20'00"E	15.72'
L3	S32°22'46"E	96.47'
L4	S32°23'29"E	79.69'
L5	N57°48'20"E	40.00'
L6	S32°23'40"E	69.68'



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. COA26 - 34-48-4

SHEET 1 OF 2 SHEETS

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 1 & THE SOUTH 1/2 OF LOT 2 & LOTS 15 - 20 TOGETHER WITH THE VACATED ALLEY ADJACENT, BLOCK 88, TOGETHER WITH PART OF LOT 2 & ALL OF LOT 3, BLOCK 113, TOGETHER WITH PART OF BLOCK 111, TOGETHER WITH VACATED 21ST AVE. E. & 7TH ST. E. ADJACENT, LAKE SHORE ADDITION, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI.

Surveyor's Certificate

I, Patrick A. McKuen, Registered Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; Lot 1 & the south 1/2 of Lot 2 & Lots 15 - 20 together with the vacated alley adjacent, Block 88, together with part of Lot 2 & all of Lot 3, Block 113, together with part of Block 111, together with vacated 21st Ave. E. & 7th St. E. adjacent, Lake Shore Addition, Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N 1/4 corner of said section; Thence S00°23'35"W along the monumented west line of the NE 1/4 a distance of 1,318.32 feet to the CN 1/6 corner; Thence S89°20'45"E along the monumented south line of the NW 1/4 - NE 1/4 a distance of 29.75 feet to the intersection with the east line of Lot 15, Block 88, Lakeshore Addition which point is the Point of Beginning; Thence S89°20'45"E along the south line of the NW 1/4 - NE 1/4 a distance of 190.73 feet; Thence S32°20'00"E a distance of 15.72 feet; Thence S57°54'47"W along the northwesterly line of Lot 2 of CSM #514 a distance of 165.26 feet; Thence S00°00'39"E along the west line of Lot 2 of CSM #514 a distance of 219.56 feet; Thence N59°41'20"W a distance of 620.60 feet to the south right of way of 6th St. E.; Thence N57°47'15"E along said south line a distance of 207.65 feet to the northeast corner of Lot 1, Block 88, Lakeshore Addition; Thence S32°23'40"E along the east line of said Lot 1 a distance of 69.68 feet; Thence N57°48'20"E a distance of 40.00 feet to the east line of Lot of Block 88, Lakeshore Addition; Thence S32°23'29"E along said east line a distance of 79.69 feet to the centerline of the vacated alley; Thence N57°49'26"E along said centerline a distance of 159.97 feet; Thence S32°22'46"E along the east line of Lot 15, Block 88, Lakeshore Addition a distance of 96.47 feet to the Point of Beginning.

That the above described parcel of land contains 118,221 square feet or 2.71 acres.

That I have made this map at the direction of the City of Ashland, OWNER'S of said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

20' WIDE UTILITY EASEMENT:

A 20' foot wide utility easement located 7.50' on either side of the following described centerline as located in the SW 1/4 - NW 1/4 of Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N 1/4 corner of said section; Thence S00°23'35"W along the monumented west line of the NE 1/4 a distance of 1,318.32 feet to the CN 1/6 corner; Thence S89°20'45"E along the north line of the SW 1/4 - NW 1/4 to the intersection with the existing underground sanitary line a distance of 186.69 feet which is the Point of Beginning; Thence S57°07'06"W along the center of said sanitary line a distance of 180.28 feet to the center of an existing sanitary manhole; Thence S00°12'56"W along the center of said sanitary line a distance of 191.37 feet to the southerly boundary line of Lot 1 of this CSM which is the Terminus of said easement.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and the City of Ashland Subdivision Control Ordinance in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this _____ day of _____

Pine Ridge Land Surveying
Patrick A. McKuen
WI PLS S-2992

CITY OF ASHLAND PLANNING & ZONING APPROVAL CERTIFICATE

I, STEVEN WILEY, CITY OF ASHLAND ZONING ADMINISTRATOR ,
DO HEREBY APPROVE THIS CITY OF ASHLAND CERTIFIED SURVEY MAP

SIGNED: _____
STEVEN WILEY

DATED THIS _____ DAY OF _____, 2026.

Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS

1424 1/2 Lake Shore Dr. W.

Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. TORVINEN26 - COA BLK35 ASHPRP
SHEET 2 OF 2 SHEETS

SUBJECT: Resolution to Approve a Request to Transfer City-Owned Property Including a Portion of Parcel No. 201-03768-0000, Parcel No. 201-03717-0000, a Portion of Parcel # 201-03772-0000, a Portion of Parcel # 201-05077-0200, and Undeveloped Right-of-Way Areas between these Parcels and Combined via Certified Survey Map, Zoned Heavy Industrial (HI) and Public Institutional (PI), and Convey said Land Area to Bill Gast or Brian Olby (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
Public Works Director
City Administrator
Plan Commission (Recommended approval at the May 19, 2026 Plan Commission meeting)

EXHIBITS: 1. Proposed Resolution No. 17882
2. STAFF REPORT -Plan Commission Meeting May 19, 2026
3. Certified Survey Map - Sheet 1 of 2
4. Certified Survey Map - Sheet 2 of 2

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Plan Commission reviewed and recommended approval of this item at their May 19, 2026 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The subject parcels are vacant and according to the last inventory of City-owned properties these parcels are considered non-essential. The proposed land transfer of the subject properties and rights-of-way does not conflict with the Future Land Use Map and it supports the principles and goals of the Comprehensive Plan. The properties lie within the overlap of the Traditional Neighborhood and Mixed Use and Low/Moderate Density and Special Districts. The Comprehensive Plan does not call out specific recommended uses for the Low/Moderate Density and Special District zones. The Plan explains that a land use map at the scale provided for the Future Land Use Map cannot illustrate all existing or desired conditions on the ground level in neighborhoods. City staff does not have concerns with the proposed land transfer in relation to the Comprehensive Plan goals.

SUMMARY STATEMENT:

Bill Gast and Brian Olby would like to acquire City-owned property east of the walking trail and Public Works facility off of 6th Street East for use by Chicago Iron. The land in question includes currently-vacant City-owned parcels and undeveloped street rights-of-way in between those parcels.

The combined parcel area Mr. Gast and Mr. Olby would like to acquire is 118,221 square feet (2.71 acres) in area. The City does not use the land. Mr. Gast and Mr. Olby have had discussions with staff regarding acquiring the City-owned land area to combine with the existing Chicago Iron property. Mr. Olby is the new owner of Chicago Iron and would like to combine the City land area with the Chicago Iron property. Mr. Olby has cleaned up the Chicago Iron property and would like to use the subject property to construct a customer access and parking area to serve the retail component of his business.

In exchange for the City transferring the subject parcels to Mr. Gast or Mr. Olby, Bill Gast would transfer approximately six acres of vacant parcels he owns containing ski trails, to the City. Please see the Plan Commission staff report for more information.

RESOLUTION No. 17882

RESOLUTION TO APPROVE A REQUEST TO TRANSFER CITY-OWNED PROPERTY INCLUDING A PORTION OF PARCEL NO. 201-03768-0000, PARCEL NO. 201-03717-0000, A PORTION OF PARCEL NO. 201-03772-0000, A PORTION OF PARCEL NO. 201-05077-0200, AND DISCONTINUED UNDEVELOPED RIGHT-OF-WAY AREAS BETWEEN THESE PARCELS AND COMBINED VIA CERTIFIED SURVEY MAP, ZONED HEAVY INDUSTRIAL (HI) AND PUBLIC INSTITUTIONAL (PI), AND CONVEY SAID LAND AREA TO BILL GAST OR BRIAN OLBY

WHEREAS, Bill Gast has submitted a land transfer request for one (1) vacant City-owned property and portions of three (3) vacant City-owned properties, parcel ID No. 201-03717-0000, parts of Parcel IDs No. 201-03768-0000, No. 201-03772-0000, and No. 201-05077-0000 for the purpose of transferring these parcels to Brian Olby who would combine these parcels with the adjacent Chicago Iron property into a single parcel; and,

WHEREAS, the Plan Commission held a Public Hearing on Tuesday, May 19, 2026 and has unanimously recommended approval of the Land Transfer; and,

WHEREAS, the applicant will be responsible for the costs associated with the Land Transfer; and,

WHEREAS, the portion of land requested for transfer is approximately 118,221 square feet (2.71 acres) in size.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland hereby directs that a portion of Parcel No. 201-03768-0000, Parcel No. 201-03717-0000, a portion of Parcel No. 201-03772-0000, a portion of Parcel No. 201-05077-0200, and discontinued undeveloped right-of-way areas be transferred to Bill Gast or Brian Olby contingent upon the following:

- The property shall be transferred to Bill Gast or directly to Brian Olby. If both of them decline the transfer for any reason the property shall not be transferred to another individual or entity without a separate review and approval process. The land transfer shall be contingent on and occur concurrently with the transfer of properties (Parcel Nos. 201-04490-0000, 201-04498-0000, 201-04499-0000, and 201-04500-0000) owned by the William and Ann Gast Trust to the City of Ashland.
- The land transfer shall include Part of City-owned Parcel No. 201-03768-0000, Parcel Nos. 201-03717-0000 and 201-03772-0000, Part of Parcel No. 201-05077-0200, and undeveloped rights of way between these parcels.
- The land transfer shall be contingent on the City vacating the undeveloped street rights-of-way located between the parcels to be transferred.
- Recipient shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.

- The land transfer shall include a 20-foot wide utility easement to be shown in the Certified Survey Map to allow the City access to maintain the underground utilities located under a portion of the subject property.

PASSED: June 30, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

Find yourself next to the water.



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

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

STAFF REPORT

Plan Commission – May 19th, 2026

Agenda Item # 6b: **Public Hearing Vote on a Citizen Request to Acquire City-owned land area**

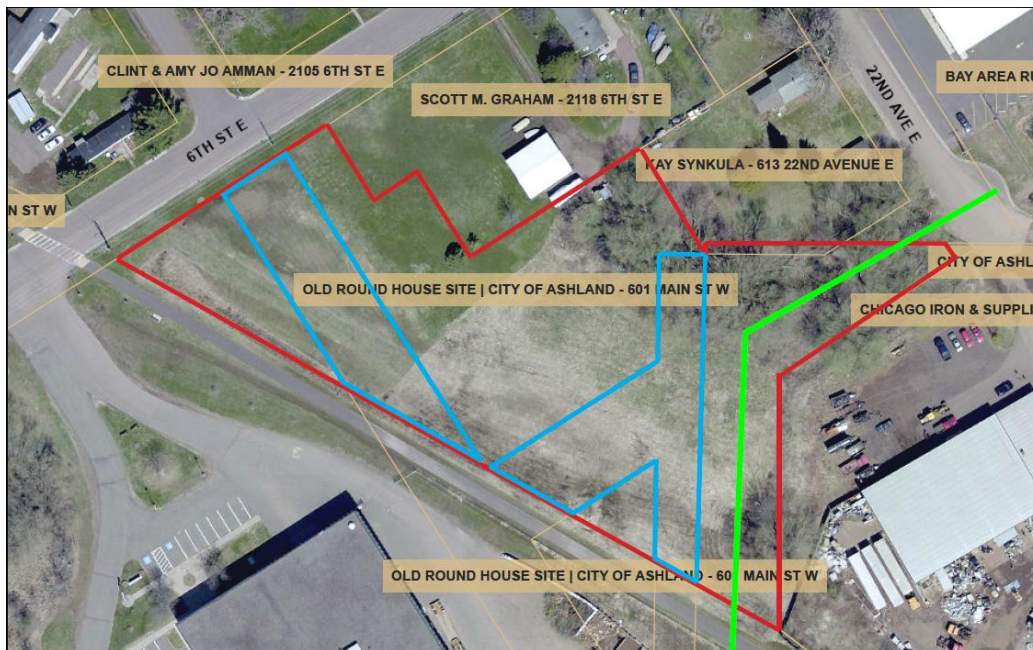
Zoning District: Heavy Industrial, Public Institutional – Plan Commission recommended zone change to Heavy Industrial (HI) for PI-zoned parcel areas

Property Address: Vacant – No Address Number

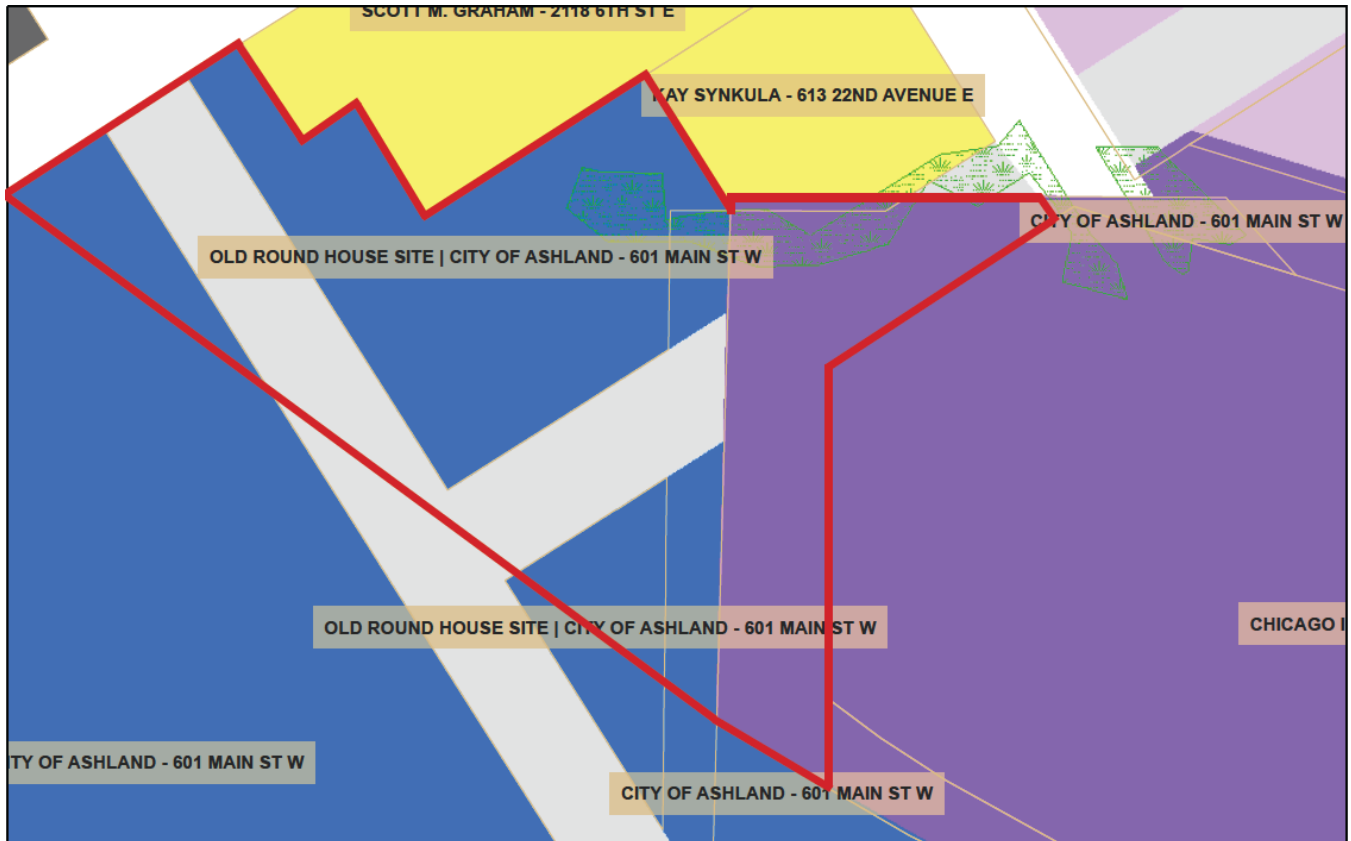
Parcel #: Part of Parcel # 201-03768-0000, Parcels 201-03717-0000, and 201-03772-0000, Part of Parcel # 201-05077-0200, and undeveloped rights of way between these parcels

Applicant: Bill Gast

Staff Contact: Steven Wiley

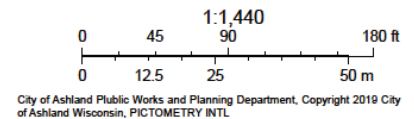


The map shows the red outline of the City-owned land area for which Mr. Gast has requested the City transfer to him or Chicago Iron owner Brian Olby. The blue lines indicate City-right-of-way to be vacated, and the green shows an existing sanitary sewer.



3/25/2026, 3:53:18 PM

- Parcels 2025 (October)
- Parcel Labels
- Zoning
 - R-1, Single Family Residential
 - MHC, Manufactured Home Community
 - LI, Light Industrial
 - HI, Heavy Industrial
 - PI, Public/Institutional
 - ROW, Right of Way
 - ROWUD, Undeveloped Right of Way
- UDO Overlay Districts
 - Wetland Overlay
 - Floodplain Overlay



Department of Public Works GIS
Copyright 2018 City of Ashland

The subject property is outlined in red above. The blue is the current Public Institutional zoning of most City-owned property (which is recommended for a zone change to Heavy Industrial by the Plan Commission). The yellow to the north is Single-Family zoning. The dark purple is Heavy Industrial zoning. The light purple is Light Industrial zoning. The dark grey is Mobile Home Park zoning.

Background

Bill Gast and Brian Olby would like to acquire City-owned property east of the walking trail and Public Works facility off of 6th Street East for use by Chicago Iron. The land in question includes currently vacant City-owned parcels and undeveloped street rights-of-way in between those parcels. The combined parcel area Mr. Gast and Mr. Olby want to acquire is 118,221 square feet (2.71 acres) in area. The City does not use the land. The walking trail and Public Works facility abut the property to the south, 6th Street East abuts the parcel area to the north, single-family residential to the north and northeast, and Chicago Iron to the east. Bill Gast and Brian Olby have approached the City and had discussions with staff regarding acquiring the City-owned land area to combine with the existing Chicago Iron property. The new owner of Chicago Iron has made improvements to his property and he has revised the operations and cleaned up the appearance of the Chicago Iron property. He would like to construct a customer driveway and parking area off of 6th Street East to serve the retail component of the Chicago Iron business. The City would transfer the subject property to Mr. Gast or Mr. Olby depending on how Mr. Gast would like the transfer to occur. In exchange Mr. Gast would transfer

approximately 263,204.6 square feet (6.042 acres) of property he owns containing ski trails on the west side of the City to the City.

The Planning and Development Director discussed the proposed land transfer with the Mayor, City Administrator, and Public Works Director. The Mayor and City staff are supportive of the proposed land transfer. The Public Works Director has stated that the currently vacant City-owned land is not of use to Public Works. Staff also discussed the proposed land transfer with the Committee of the Whole (COW) who were also supportive of proceeding. Staff worked with surveyor Pat McKuen to have a Certified Survey Map (CSM) done for the land area proposed for transfer. The Plan Commission reviewed a proposed zone change from Public Institutional (PI) to Heavy Industrial (HI) for the City-owned land areas with PI zoning. The Commission recommended approval of this zone change at the April 28th, 2026 Plan Commission meeting. Staff requested that the City Council formally introduce a resolution to vacate the undeveloped public rights-of-way at the May 12th, 2026 City Council meeting. The Council voted to introduce this resolution at the May 12th, 2026 Council meeting.

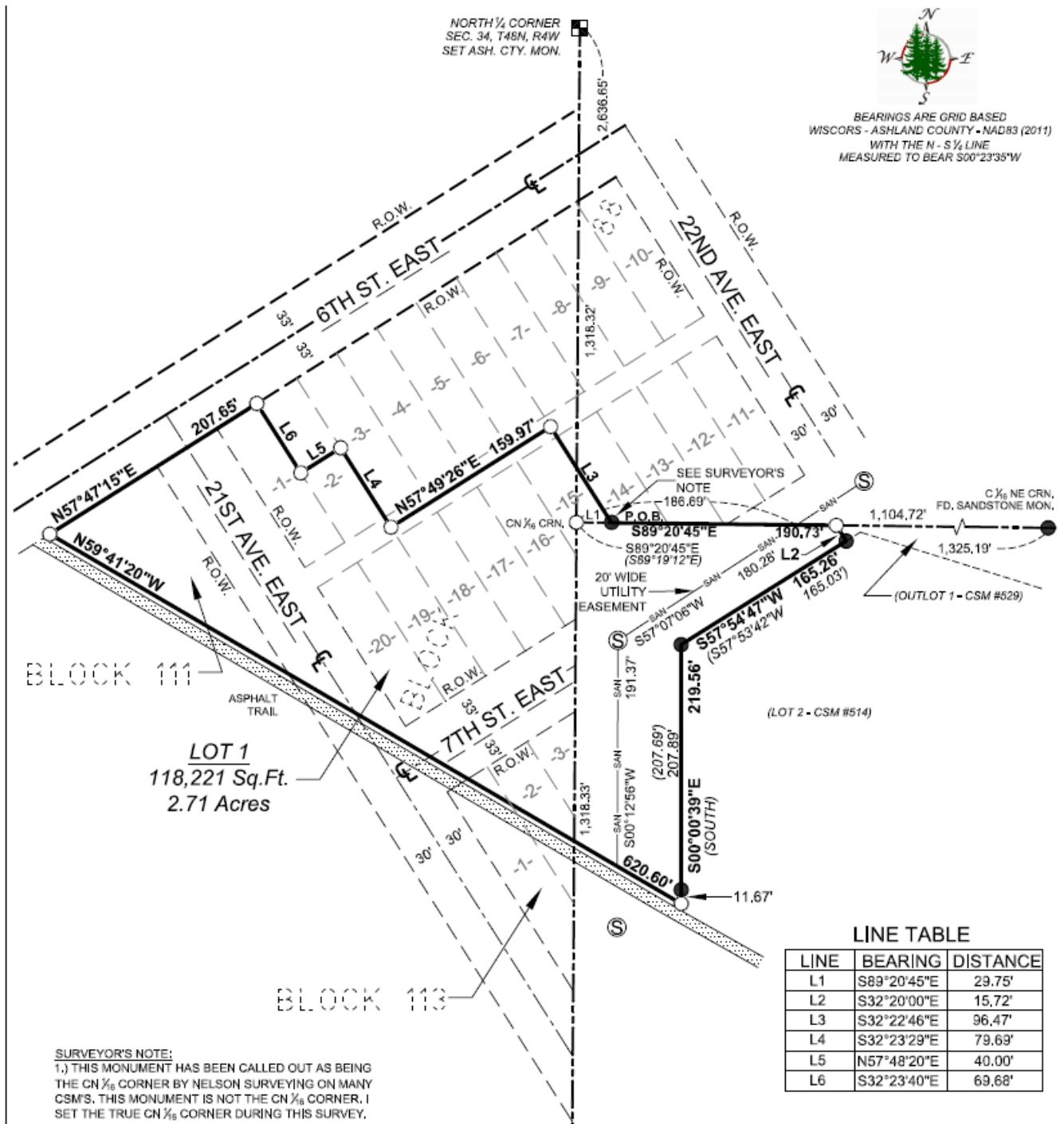
Since Mr. McKuen has drafted the CSM and legal descriptions required and the City Council has voted to introduce the resolution to vacate the rights-of-way staff is now referring both portions of the land transfer to the Plan Commission for review and a recommendation to the City Council. The land exchange consists of two elements: The first includes the vacation of undeveloped street rights-of-way and the transfer of the City-owned property to Mr. Gast/Mr. Olby. The second element is the acquisition of Mr. Gast’s properties by the City. Staff is requesting that the Plan Commission review and make a recommendation regarding the proposed land transfer and land acquisition contingent on one another occurring.

Existing Land Use	Zoning
Vacant: City-owned property and undeveloped rights-of-way	Public Institutional (PI), Heavy Industrial (HI) <i>*Plan Commission recommended zone change from PI to HI for subject City land area.</i>

Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Single-Family Residential	Single-Family Residential (R-1)
South	Public Works, Wastewater Treatment Plant	Public Institutional (PI)
East	Residential, Bay Area Rural Transit, Chicago Iron, Undeveloped/Wooded	Single-Family Residential (R-1), Heavy Industrial (HI), Light Industrial (LI), Floodplain Overlay (F-O).
West	Public Works, Single and Two-Family Residential	Public Institutional (PI), Single and Two-Family Residential (R-2).

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Traditional Neighborhood and Mixed Use and Low/Moderate Density and Special Districts



The above image is from a CSM surveyor Pat McKuen completed and shows the proposed new lot configuration. This is the land area Mr. Gast and Mr. Olby would like to acquire.

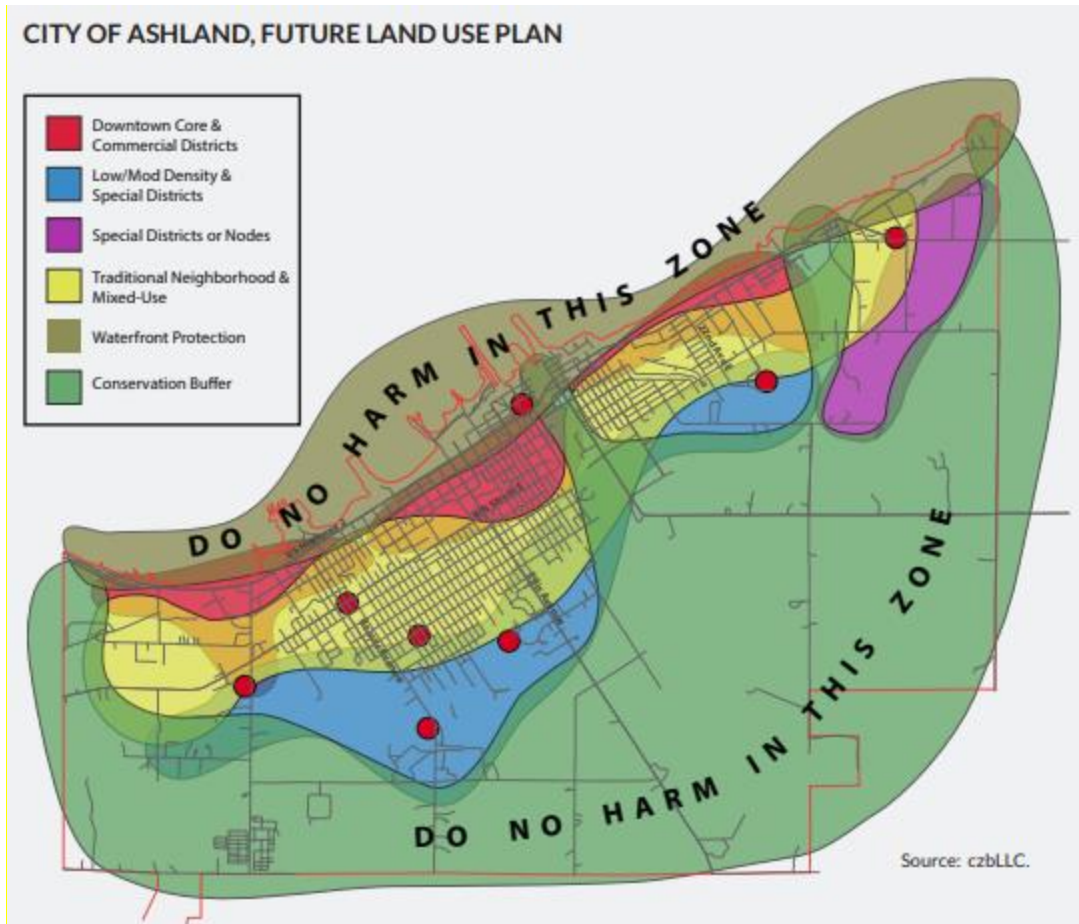
Review Criteria for Land Transfers:

The following decision criteria were used to review the submitted land transfer request:

1. **Consistency with Comprehensive Plan.**

The Comprehensive Plan calls for careful disposition of vacant land. This includes making fiscally sound decisions with the land the City owns, and ensuring that the highest and best use for the land is achieved. The subject parcels and rights-of-way are currently vacant and according to the last inventory of City-owned properties these parcels are considered non-essential. To staff's knowledge the parcels do not have easements or deed restrictions attached. Staff would recommend as a condition of approval that the land transfer include a 20-foot wide sanitary sewer easement to allow the City to access and maintain the underground sewer located under one of the existing parcels.

The proposed land transfer of the subject properties and undeveloped rights-of-way does not conflict with the Future Land Use Map, and it supports the principles and goals of the Comprehensive Plan. The property lies within the overlap of the Traditional Neighborhood and Mixed-Use and Low/Moderate Density and Special Districts. The Comprehensive Plan does not call out specific recommended uses for the Low/Moderate and Special Districts zones. The plan explains that a land use map at the scale provided for the Future Land Use Map cannot illustrate all existing or desired conditions on the ground level in neighborhoods. Chicago Iron is an existing use that has been industrial in nature for the past several years. The new owner has taken and continues to take steps to clean up the property and streamline operations to make the front of the property more commercial rather than industrial in nature. City staff does not have concerns with the proposed land transfer in relation to the Comprehensive Plan goals.



2. Consistency with the Unified Development Ordinance (UDO):

A. Zoning District: Public Institutional (PI) and Heavy Industrial (HI)

The Plan Commission has recommended a zone change from Public Institutional to Heavy Industrial for any City-owned property zoned PI proposed for transfer. The transfer and zone change of the subject properties will not impact consistency with standards for the HI district. The combination of all properties into one parcel will allow for the owner of Chicago Iron to construct a driveway and parking area for retail customers on the currently City-owned parcel area under HI zoning. The lot area would be conforming with the minimum parcel area required for the HI district.

B. Compatibility of Proposed Development with Existing Development

The land requested for transfer by the applicant is currently vacant with no development plans proposed. The land transfer and incorporation into Chicago Iron's parcel to allow for additional improvements are compatible with the existing uses as long as all Unified Development Ordinance (UDO) standards are met. There are three existing single-family homes on the north, the walking trail and City Public Works facility to the west and south, and Chicago Iron to the east. There are a variety of zoning classifications in the immediate area based on existing uses which were in effect when the current zoning map took effect in 2012. The size of the land area proposed for transfer to the applicant, coupled with the UDO setbacks, buffering, and lot coverage limits,

places limits on the amount of development that could occur on the subject property area, therefore avoiding potential negative impacts on existing neighboring properties.

3. Consideration of Highest and Best Use:

Considering all factors as listed above, staff sees the commercial/industrial uses allowed under HI zoning as the highest and best uses of the property. The City has no current or future plans for use of the parcel, and has deemed this land non-essential for future City needs. It is not shown as essential in City of Ashland Ordinance Chapter 478.

The proposed use is compatible with the site and surrounding areas. As long as the property owner obtains all required approvals and permits and is able to meet all UDO standards staff does not anticipate issues. The surrounding uses are primarily residential. Chicago Iron plans to acquire the subject properties and construct a customer driveway and parking lot for the retail portion of the business. No other interested parties have approached the City regarding the subject properties.

4. Additional Factors, including Compliance with other City Ordinances and State Statutes:

- a. The applicant shall apply with Ashland County for combination of the subject property with the existing Chicago Iron property at Parcel # 201-05074-0000 via Certified Survey Map into a single tax parcel if required prior to constructing improvements on the subject property.

Review Recommendation

Staff recommends APPROVAL of the Land Transfer request contingent on the following conditions:

- The property shall be transferred to Bill Gast or directly to Brian Olby. If both of them decline the transfer for any reason the property shall not be transferred to another individual or entity without a separate review and approval process. The land transfer shall be contingent on and occur concurrently with the transfer of properties (Parcel #s 201-04490-0000, 201-04498-0000, 201-04499-0000, and 201-04500-0000) owned by the William and Ann Gast Trust to the City of Ashland.
- The land transfer shall include Part of City-owned Parcel # 201-03768-0000, Parcels 201-03717-0000 and 201-03772-0000, Part of Parcel # 201-05077-0200, and undeveloped rights of way between these parcels.
- The land transfer shall be contingent on the City vacating the undeveloped street rights-of-way located between the parcels to be transferred.
- Recipient shall obtain required approvals and zoning and building permits prior to constructing any improvements on the resulting property.
- The land transfer shall include a 20-foot wide utility easement to be shown in the Certified Survey Map to allow the City access to maintain the underground utilities located under a portion of the subject property.

Additionally, as a Public Hearing is scheduled for the proposed Land Transfer, the Plan Commission should hear all input from the public prior to making a determination. The required public hearing notice was issued on April 30th and May 7th, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

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

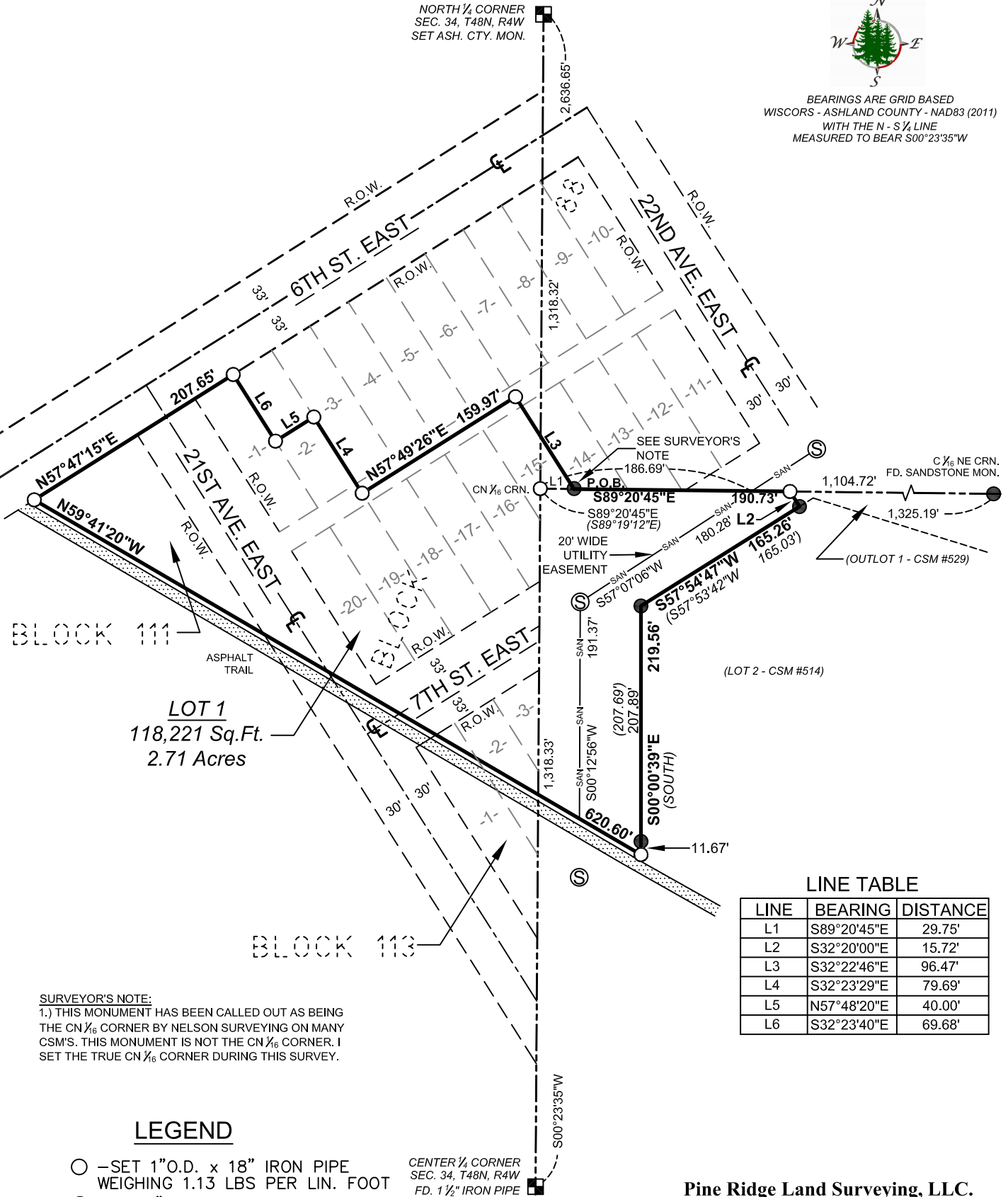
ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 1 & THE SOUTH 1/2 OF LOT 2 & LOTS 15 - 20 TOGETHER WITH THE VACATED ALLEY ADJACENT, BLOCK 88, TOGETHER WITH PART OF LOT 2 & ALL OF LOT 3, BLOCK 113, TOGETHER WITH PART OF BLOCK 111, TOGETHER WITH VACATED 21ST AVE. E. & 7TH ST. E. ADJACENT, LAKE SHORE ADDITION, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI.

NORTH 1/4 CORNER
SEC. 34, T48N, R4W
SET ASH. CTY. MON.



BEARINGS ARE GRID BASED
WISCORS - ASHLAND COUNTY - NAD83 (2011)
WITH THE N - S 1/4 LINE
MEASURED TO BEAR S00°23'35"W



BLOCK 111

LOT 1
118,221 Sq.Ft.
2.71 Acres

BLOCK 113

SURVEYOR'S NOTE:

1.) THIS MONUMENT HAS BEEN CALLED OUT AS BEING THE CN 1/6 CORNER BY NELSON SURVEYING ON MANY CSM'S. THIS MONUMENT IS NOT THE CN 1/6 CORNER. I SET THE TRUE CN 1/6 CORNER DURING THIS SURVEY.

LEGEND

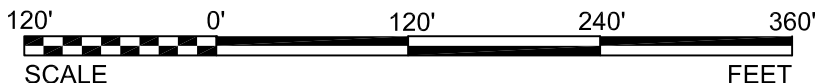
- - SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS PER LIN. FOOT
- - FD. 1" O.D. IRON PIPE (UNLESS OTHERWISE NOTED)
- () - RECORDED AS DIMENSION
- Ⓢ - SANITARY MANHOLE
- SAN - SANITARY LINE

CENTER 1/4 CORNER
SEC. 34, T48N, R4W
FD. 1 1/2" IRON PIPE

FIELDWORK COMPLETED:
4/16/26

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°20'45"E	29.75'
L2	S32°20'00"E	15.72'
L3	S32°22'46"E	96.47'
L4	S32°23'29"E	79.69'
L5	N57°48'20"E	40.00'
L6	S32°23'40"E	69.68'



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. COA26 - 34-48-4

SHEET 1 OF 2 SHEETS

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 1 & THE SOUTH 1/2 OF LOT 2 & LOTS 15 - 20 TOGETHER WITH THE VACATED ALLEY ADJACENT, BLOCK 88, TOGETHER WITH PART OF LOT 2 & ALL OF LOT 3, BLOCK 113, TOGETHER WITH PART OF BLOCK 111, TOGETHER WITH VACATED 21ST AVE. E. & 7TH ST. E. ADJACENT, LAKE SHORE ADDITION, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI.

Surveyor's Certificate

I, Patrick A. McKuen, Registered Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; Lot 1 & the south 1/2 of Lot 2 & Lots 15 - 20 together with the vacated alley adjacent, Block 88, together with part of Lot 2 & all of Lot 3, Block 113, together with part of Block 111, together with vacated 21st Ave. E. & 7th St. E. adjacent, Lake Shore Addition, Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N 1/4 corner of said section; Thence S00°23'35"W along the monumented west line of the NE 1/4 a distance of 1,318.32 feet to the CN 1/6 corner; Thence S89°20'45"E along the monumented south line of the NW 1/4 - NE 1/4 a distance of 29.75 feet to the intersection with the east line of Lot 15, Block 88, Lakeshore Addition which point is the Point of Beginning; Thence S89°20'45"E along the south line of the NW 1/4 - NE 1/4 a distance of 190.73 feet; Thence S32°20'00"E a distance of 15.72 feet; Thence S57°54'47"W along the northwesterly line of Lot 2 of CSM #514 a distance of 165.26 feet; Thence S00°00'39"E along the west line of Lot 2 of CSM #514 a distance of 219.56 feet; Thence N59°41'20"W a distance of 620.60 feet to the south right of way of 6th St. E.; Thence N57°47'15"E along said south line a distance of 207.65 feet to the northeast corner of Lot 1, Block 88, Lakeshore Addition; Thence S32°23'40"E along the east line of said Lot 1 a distance of 69.68 feet; Thence N57°48'20"E a distance of 40.00 feet to the east line of Lot of Block 88, Lakeshore Addition; Thence S32°23'29"E along said east line a distance of 79.69 feet to the centerline of the vacated alley; Thence N57°49'26"E along said centerline a distance of 159.97 feet; Thence S32°22'46"E along the east line of Lot 15, Block 88, Lakeshore Addition a distance of 96.47 feet to the Point of Beginning.

That the above described parcel of land contains 118,221 square feet or 2.71 acres.

That I have made this map at the direction of the City of Ashland, OWNER'S of said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

20' WIDE UTILITY EASEMENT:

A 20' foot wide utility easement located 7.50' on either side of the following described centerline as located in the SW 1/4 - NW 1/4 of Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N 1/4 corner of said section; Thence S00°23'35"W along the monumented west line of the NE 1/4 a distance of 1,318.32 feet to the CN 1/6 corner; Thence S89°20'45"E along the north line of the SW 1/4 - NW 1/4 to the intersection with the existing underground sanitary line a distance of 186.69 feet which is the Point of Beginning; Thence S57°07'06"W along the center of said sanitary line a distance of 180.28 feet to the center of an existing sanitary manhole; Thence S00°12'56"W along the center of said sanitary line a distance of 191.37 feet to the southerly boundary line of Lot 1 of this CSM which is the Terminus of said easement.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and the City of Ashland Subdivision Control Ordinance in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this _____ day of _____

Pine Ridge Land Surveying
Patrick A. McKuen
WI PLS S-2992

CITY OF ASHLAND PLANNING & ZONING APPROVAL CERTIFICATE

I, STEVEN WILEY, CITY OF ASHLAND ZONING ADMINISTRATOR , DO HEREBY APPROVE THIS CITY OF ASHLAND CERTIFIED SURVEY MAP

SIGNED: _____
STEVEN WILEY

DATED THIS _____ DAY OF _____, 2026.

Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin
Phone (715) 682-2969

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PROJECT NO. TORVINEN26 - COA BLK35 ASHPRP
SHEET 2 OF 2 SHEETS

Ref: 2026-128

COUNCIL AGENDA:
10.C. (6/30/2026)

SUBJECT: Resolution to Approve a Request for the City of Ashland to Acquire Parcel No. 201-004490-0000, No. 201-04498-0000, No. 201-04499-0000, and No. 201-04500-0000, Owned by the Willian and Ann Gast Trust; Applicant: City of Ashlan Planning and Development Department (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
City Administrator
Plan Commission - Recommended approval at the May 19th, 2026 Plan Commission meeting

EXHIBITS:

1. Proposed Resolution No. 17883
2. STAFF REPORT -Plan Commission Meeting May 19, 2026
3. Gast Property Exhibit
4. Bill Gast Property Outline

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: The Plan Commission reviewed and recommended approval of the City Land Acquisition at the May 19th, 2026 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Future Land Use Map in the Comprehensive Plan includes general land use zones for all areas of the City. The subject properties are vacant and undeveloped except for ski trails which are maintained by a volunteer organization for public use. The land has limited potential for development due to a lack of street access and ravines which prevent a cost-effective construction of public street access. If the City acquires the subject properties the parcels would remain undeveloped and the ski trails would remain. The City's acquisition of the parcels would ensure that the parcels remain undeveloped and available for public use as long as the ski trails are maintained. Prevention of development on the parcels is consistent with the Conservation Buffer future land use recommended by the Comprehensive Plan for some parcels. Since the properties are located at the overlap of multiple future land use zones the plan provides some flexibility for what the City could do with the parcels. The proposed land acquisition is consistent with the Comprehensive Plan.

SUMMARY STATEMENT:

In exchange for the City's transfer of vacant City-owned properties east of Public Works to Bill Gast or Brian Olby, Mr. Gast has agreed to transfer the approximately six acres of vacant parcels containing the ski trails on the west side of the city to City ownership.

The parcels are owned by the William and Ann Gast Trust. The parcels would remain undeveloped other than the ski trails, and the land acquisition would be contingent on the City transferring property east of Public Works to Mr. Gast/Mr. Olby. The Plan Commission recommended approval of the land acquisition request at the May 19, 2026 Plan Commission meeting.

Staff is now referring the item to the Council for a decision. If the request is approved, staff would work with Mr. Gast and the City Attorney to finalize the land acquisition.

RESOLUTION No. 17883

RESOLUTION TO APPROVE A REQUEST FOR THE CITY OF ASHLAND TO ACQUIRE PARCEL NO. 201-04490-0000, NO. 201-04498-0000, NO. 201-04499-0000, AND NO. 201-04500-0000, OWNED BY THE WILLIAM AND ANN GAST TRUST; APPLICANT: CITY OF ASHLAND PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, the City of Ashland Planning and Development Department has submitted a land acquisition request to acquire four (4) vacant properties owned by the William and Ann Gast Trust (parcel IDs No.201-04490-0000, 201-04498-0000, 201-04499-0000, and 201-04500-0000); and,

WHEREAS, the Plan Commission held a Public Hearing on Tuesday, May 19, 2026 and unanimously recommended approval of the Land Acquisition; and,

WHEREAS, the applicant will be responsible for the costs associated with the Land Transfer; and,

WHEREAS, the portion of land requested for transfer is approximately 264,204.60 square feet (6.07 acres) in size.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland hereby directs that the City acquire Parcel Nos 201-04490-0000, 201-04498-0000, 201-04499-0000, and 201-04500-0000 contingent upon the following:

- The property shall be transferred to the City of Ashland. This shall occur concurrently with the transfer of City-owned properties (Part of Parcel No. 201-03768-0000, Parcel Nos. 201-03717-0000 and 201-03772-0000, Part of Parcel No. 201-05077-0200, and adjacent street rights-of-way) to Bill Gast or Brian Olby.
- The City land acquisition shall include Parcel Nos 201-04490-0000, 201-04498-0000, 201-04499-0000, and 201-04500-0000 currently owned by the William and Ann Gast Trust.

PASSED: June 30, 2026

Charles Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVE AS TO FORM:

Tyler Wickman, City Attorney

Find yourself next to the water.



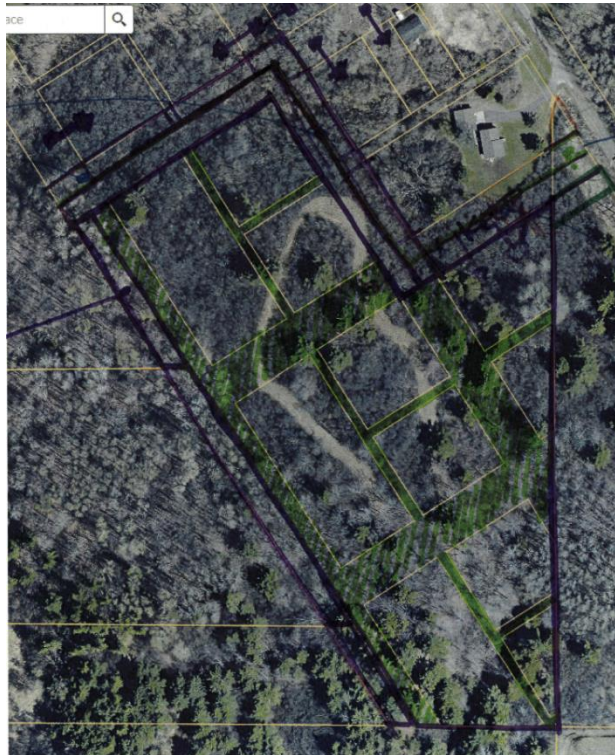
City of Ashland, Wisconsin
601 Main Street West Ashland, WI 54806 www.coawi.org

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

STAFF REPORT

Plan Commission – May 19th, 2026

Agenda Item # 6c:	Public Hearing Vote on a City Land Acquisition
Zoning District:	Single-Family Residential (R-1)
Property Address:	Vacant – No Address Number
Parcel #:	Parcel #s 201-04490-0000, 201-04498-0000, 201-04499-0000, 201-04500-0000
Applicant:	City of Ashland
Staff Contact:	Steven Wiley



The map shows the parcel areas Bill Gast owns and these contain ski trails. The City would acquire these parcels in exchange for transferring City-owned property as proposed in Item 6b.



The subject properties are outlined in red above. The yellow is Single-Family Residential zoning, the pink is Regional Commercial zoning, blue is Public Institutional zoning, the tan is Mixed Residential/Commercial zoning. The darker green is Future Development zoning and the light green is Residential Estates zoning. The dark grey is Mobile Home Park zoning. The red cross-hatch is Gateway Overlay zoning of Sanborn Avenue.

Background

Item 6b was a land transfer request for the City to transfer ownership of approximately 118,221 square feet (2.71 acres) in parcel and right-of-way area east of Public Works to Bill Gast/Brian Olby for use by Chicago Iron. In exchange Mr. Gast would transfer the approximately 263,204.6 square feet (6.042 acres) of property he owns adjacent to the undeveloped 21st Avenue West right-of-way. This property is wooded and undeveloped currently containing ski trails. Access options to the properties and developability are limited due to ravines in the area. The ski trails are maintained currently by a volunteer group and are often used by members of the community. Mr. Gast does not have plans to develop the properties and has expressed interest in allowing the ski trails to remain accessible for community use.

The Planning and Development Director discussed the proposed land acquisition with the Mayor, City Administrator, and Public Works Director. The Parks and Recreation Director is also aware of the proposed acquisition. The Mayor and Committee of the Whole have expressed support for the proposed land acquisition. The Public Works Director expressed concern with long-term maintenance of the ski trails. Staff continues to discuss this. Currently a volunteer committee maintains the trails. Staff and the Mayor will continue discussions regarding how the City would proceed to maintain the trails if the volunteer group ceases to exist.

Mr. Gast provided planning staff with a survey map of his properties. As part of the land exchange process staff recommends that the City acquire the subject properties from Mr. Gast contingent on Mr. Gast or Brian Olby acquiring the City-owned property east of Public Works as proposed in Item 6b.

Staff is now referring both portions of the land exchange to the Plan Commission for review and a recommendation to the City Council. The land exchange consists of two elements: The first includes the vacation of undeveloped street rights-of-way and the transfer of the City-owned property to Mr. Gast/Mr. Olby as proposed in Item 6b. The second element is the acquisition of Mr. Gast's properties by the City which is proposed here. Staff is requesting that the Plan Commission review and make a recommendation regarding the proposed acquisition contingent on the land transfer from Item 6b occurring.

Existing Land Use	Zoning
Vacant: Undeveloped properties containing the ski trails	Single-Family Residential (R-1)

Adjacent Land Use and Zoning

Existing Uses		Zoning
North	Single-family Residential	Single-Family Residential (R-1)
South	Undeveloped/Wooded	Future Development (F-D)
East	Single-Family Residential, Undeveloped/Wooded	Single-Family Residential (R-1)
West	Single-Family Residential, Ashland County Health and Human Services, Kingdom Hall of Jehovah's Witnesses	Single-Family Residential (R-1), Public Institutional (PI)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Overlap of Traditional Neighborhood and Mixed Use, Conservation Buffer, and Low/Moderate Density and Special Districts

PROPERTY EXHIBIT

BLOCKS 5, 8, 9 & 10 OF THE WASHBURN PARK ADDITION,
 LOCATED IN THE SW 1/4 - SW 1/4, SECTION 5, TOWNSHIP 47 NORTH, RANGE 4 WEST,
 CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S32°16'37"E (S00°16'56"E)	80.59' (80.51')
L2	S57°44'34"W (N57°31'00"E)	26.41' (26.32')
L3	S00°02'45"E (N00°16'56"E)	38.64' (39.00')

FULL BLOCKS RECORDED AS BEING 300' x 300'

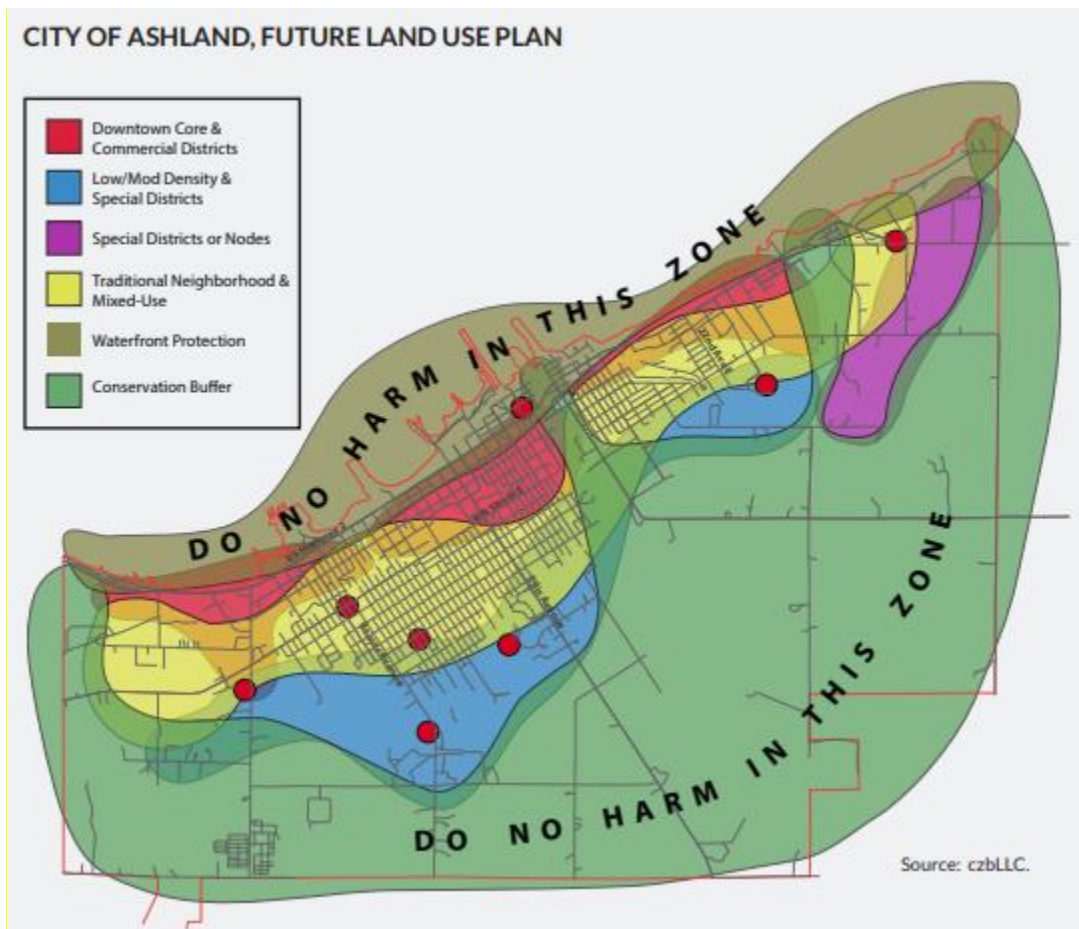
The above image is from a Survey Map surveyor Pat McKuen completed and shows the properties the City would acquire from Mr. Gast.

Review Criteria for Offer to Purchase and Sale of Land:

The following decision criteria were used to review the submitted land acquisition request:

1. Consistency with Comprehensive Plan.

The Future Land Use Map in the Comprehensive Plan includes general land use zones for all areas of the City. The subject properties are vacant and undeveloped except for ski trails which are maintained by a volunteer organization for public use. The land has limited potential for development due to a lack of street access and ravines which prevent a cost-effective construction of public street access. If the City acquires the subject properties the parcels would remain undeveloped and the ski trails would remain. The City's acquisition of the parcels would ensure that the parcels remain undeveloped and available for public use as long as the ski trails are maintained. Prevention of development on the parcels is consistent with the Conservation Buffer future land use recommended by the Comprehensive Plan for some parcels. Since the properties are located at the overlap of multiple future land use zones the plan provides some flexibility for what the City could do with the parcels. The acquisition of the parcels by the City and keeping them undeveloped except for the ski trails is consistent with the Comprehensive Plan.



2. Consistency with the Unified Development Ordinance (UDO):

A. Zoning District: Single-Family Residential (R-1)

The City's acquisition of the subject parcels and the plans to maintain the properties as undeveloped parcels is consistent with the UDO. The City does not have plans to transfer or develop the parcels in a manner not consistent with the ordinance.

B. Compatibility of Proposed Development with Existing Development

The land requested for acquisition by the City is currently vacant with no development plans proposed. The properties contain ski trails that are used by the community and maintained by a volunteer group. The City does not have plans to transfer the properties to another entity or to develop the properties. The properties would remain as they are. Staff does not anticipate negative impacts on the surrounding properties. No land use would intensify through the proposed acquisition. The properties are limited in their development potential due to a lack of developed street access and utilities, and due to ravines.

3. **Consideration of Highest and Best Use:**

Considering all factors as listed above, staff sees maintaining the properties undeveloped as they are with ski trails for recreational purposes as the highest and best use. In order to construct a single-family home or other use on the properties an owner would need to install an access drive and likely a bridge or alter the topography to provide access to the properties. The cost of doing this would render a single-family home or other development as permitted by R-1 zoning cost prohibitive. Therefore, the parcels remaining as undeveloped with trails for recreational purposes is the highest and best use.

4. **Additional Factors, including Compliance with other City Ordinances and State Statutes:**

- a. N/A

Review Recommendation

Staff recommends APPROVAL of the Land Acquisition request contingent on the following conditions:

- The property shall be transferred to the City of Ashland. This shall occur concurrently with the transfer of City-owned properties (Part of Parcel # 201-03768-0000, Parcels 201-03717-0000 and 201-03772-0000, Part of Parcel # 201-05077-0200, and adjacent street rights-of-way) proposed in Item 6b to Bill Gast/Brian Olby.
- The City land acquisition shall include Parcel #s 201-04490-0000, 201-04498-0000, 201-04499-0000, 201-04500-0000 currently owned by the William and Ann Gast Trust.

Additionally, as a Public Hearing is scheduled for the proposed Land Transfer, the Plan Commission should hear all input from the public prior to making a determination. The required public hearing notice was issued on April 30th and May 7th, and discretionary letters were sent to all surrounding property owners within 200 feet of the proposed development.

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



BEARINGS ARE GRID BASED
WCCS - ASHLAND COUNTY WITH
THE EAST LINE OF THE SW¹/₄ - SW¹/₄ MEASURED TO BEAR
S00°02'45"E

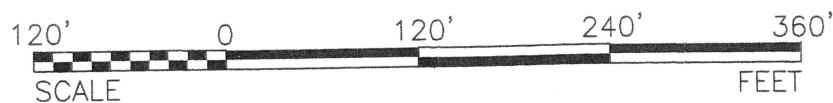
SURVEYORS NOTE:

THE INTENT OF THIS EXHIBIT IS TO SHOW
THE LOCATION OF THE INGRESS/EGRESS &
UTILITY EASEMENT.

THE PREVIOUS SURVEY WAS COMPLETED IN
2022

LEGEND

- -SET 1" O.D. x 18" IRON PIPE
- -FD. 1 1/4" IRON PIPE
(UNLESS NOTED OTHERWISE)
- () -PREVIOUSLY RECORDED AS



PROPERTY EXHIBIT

BLOCKS 5, 8, 9 & 10 OF THE WASHBURN PARK ADDITION,
LOCATED IN THE SW¹/₄ - SW¹/₄, SECTION 5, TOWNSHIP 47 NORTH, RANGE 4 WEST,
CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.



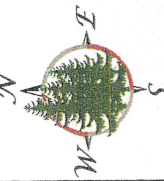
LINE TABLE

LINE	BEARING	DISTANCE
L1	S32°16'37"E	80.59'
	(S00°16'56"E)	(80.51')
L2	S57°44'34"W	26.41'
	(N57°31'00"E)	(26.32')
L3	S00°02'45"E	38.64'
	(N00°16'56"E)	(39.00')

FULL BLOCKS RECORDED AS BEING 300' x 300'

PATRICK A. MCKUEN, PLS
1424 1/2 LAKE SHORE DR. W.
ASHLAND, WI 54806
PH. 715-682-2969
WWW.PINERIDGESURVEYING.COM
PMCKUEN@PINERIDGESURVEYING.COM

Pine Ridge
Land Surveying, LLC.
Professional Land Surveying Services
Value & Quality in a Timely Manner.



DATE	REV. NO.	BY	REVISION DESCRIPTION

Drawn by: P. MCKUEN
Approved by: P. MCKUEN
Date Approved: 7/08/22

Filed With:
ASHLAND COUNTY
Field Work Completed:
7/01/22

**GAST
PROPERTY EXHIBIT**

BLOCKS 5, 8, 9 & 10 OF THE
WASHBURN PARK ADDITION
LOCATED IN THE SW¹/₄ - SW¹/₄, SECTION 5,
TOWNSHIP 47 NORTH, RANGE 4 WEST,
CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN.

PROJECT NUMBER:
GAST22-00A-WASHBRN PRK
FIGURE/SHEET
NO.

1
OF 1



Ref: 2026-129

**COUNCIL AGENDA:
10.D. (6/30/2026)**

SUBJECT: Ordinance to Amend Chapter 800 (1130) Ordinance to Amend the Official Zoning Map of the City of Ashland, Ashland City Ordinances, to Rezone Portions of Parcels No. 201-03768-0000 and No. 201-03772-0000, and Parcel No. 201-03717-0000 from Public Institutional (PI) to Heavy Industrial (HI), to be included as a combined parcel via Certified Survey Map (*Planning and Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Plan Commission (Recommended approval at the April 28, 2026 Plan Commission meeting)
Planning and Development Director

- EXHIBITS:**
- 1. Proposed Ordinance No. 2026-2042
 - 2. Plan Commission Staff Report - April 28, 2026
 - 3. Certified Survey Map - Sheet 1 of 2
 - 4. Certified Survey Map - Sheet 2 of 2

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: The Plan Commission reviewed and recommended approval of this item at the April 28, 2026 Plan Commission meeting.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed rezoning of parts of the subject parcels (201-03768-0000, 201-03717-0000, 201-03772-0000) from Public Institutional to Heavy Industrial to be transferred is consistent with the Future Land Use Plan. The property is located within the overlap of the Traditional Neighborhood & Mixed-Use and Low/Mod Density and Special Districts Future Land Use zones. The Comprehensive Plan does not call out specific recommended uses for the Low/Mod and Special Districts zone. The plan explains that a land use map at the scale provided for the Future Land Use Map cannot illustrate all existing or desired conditions on the ground level within neighborhoods. Chicago Iron is an existing use that has been industrial in nature for the past several years. The new owner is taking steps to clean up the property and streamline operations to make the front of the property more commercial rather than industrial in nature. By having a consistent zoning classification, the property can function as one site. The proposed HI zoning would allow mixed commercial and industrial uses on the subject property. The Comprehensive Plan does not specifically address Chicago Iron or identify an issue with the specific land use or similar uses in its location.

SUMMARY STATEMENT:

City staff have had conversations with Bill Gast and Brian Olby regarding transferring City-owned property east of the Public Works facility for the eventual use by Chicago Iron. In exchange, Mr. Gast would transfer the approximately six acres of property he owns on the west side of the City containing the cross-country ski trails to the City. Staff and the Plan Commission are supportive of the land exchange.

In order for Chicago Iron to combine the City-owned property to be transferred with their existing property, a zone change from the existing Public Institutional (PI) zoning to Heavy Industrial (HI) zoning is required. The HI zoning is consistent with the Chicago Iron property. The zone change from PI to HI zoning would apply for all portions of City-owned property to be combined into one new parcel via CSM and subsequently transferred to Mr. Gast or Mr. Olby.

The Plan Commission recommended approval of the zone change at the April 28, 2026 Plan Commission meeting. Please see the included Plan Commission staff report for more information.

Sequential Ordinance No. 2025-2042

ORDINANCE TO AMEND CHAPTER 800 (1130) ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF ASHLAND, ASHLAND CITY ORDINANCES, TO REZONE PORTIONS OF PARCELS NO. 201-03768-0000 AND NO. 201-03772-0000, AND PARCEL NO. 201-03717-0000 FROM PUBLIC INSTITUTIONAL (PI) TO HEAVY INDUSTRIAL (HI), TO BE INCLUDED AS A COMBINED PARCEL VIA CERTIFIED SURVEY MAP

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

SECTION I

800.08 (2026-2042) Amendment to Rezone Portions of Parcels No. 201-03768-0000 and No. 201-03772-0000, and Parcel No. 201-03717-0000 from Public Institutional (PI) to Heavy Industrial (Hi), to be Included as a Combined Parcel Via Certified Survey Map shall be created to read as follows:

- (a) Purpose. Portion of Parcels No. 201-03768-0000 and No, 201-03772-0000, and Parcel No. 201-03717-0000 are hereby rezoned as Heavy Industrial (HI).
- (b) Effective Date. Adopted June 30, 2026.

SECTION II

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

PASSED: June 30, 2026
PUBLISHED: July 9, 2026

Charlie Ortman, Council President

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

STAFF REPORT - Plan Commission – April 28, 2026

Agenda Item #6c: Public Hearing and Vote on a Request to Rezone City-owned land area of Parcel #s 201-03768-0000, 201-03717-0000, and 201-03772-0000 from Public Institutional (PI) to Heavy Industrial (HI), to be included as a combined parcel via Certified Survey Map.

Current Zoning: Public Institutional (PI)

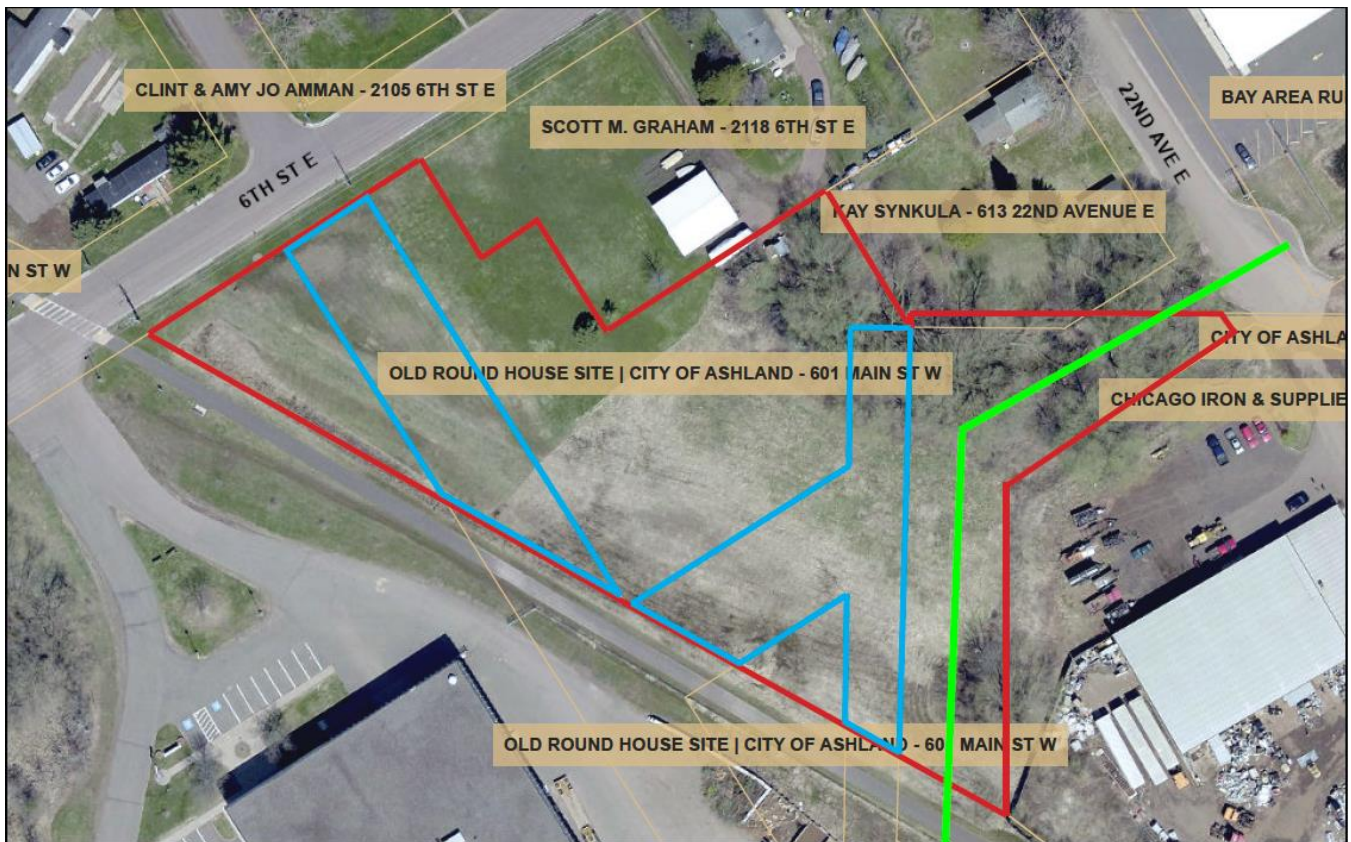
Proposed Zoning: Heavy Industrial (HI)

Applicants: City of Ashland Planning and Development Department

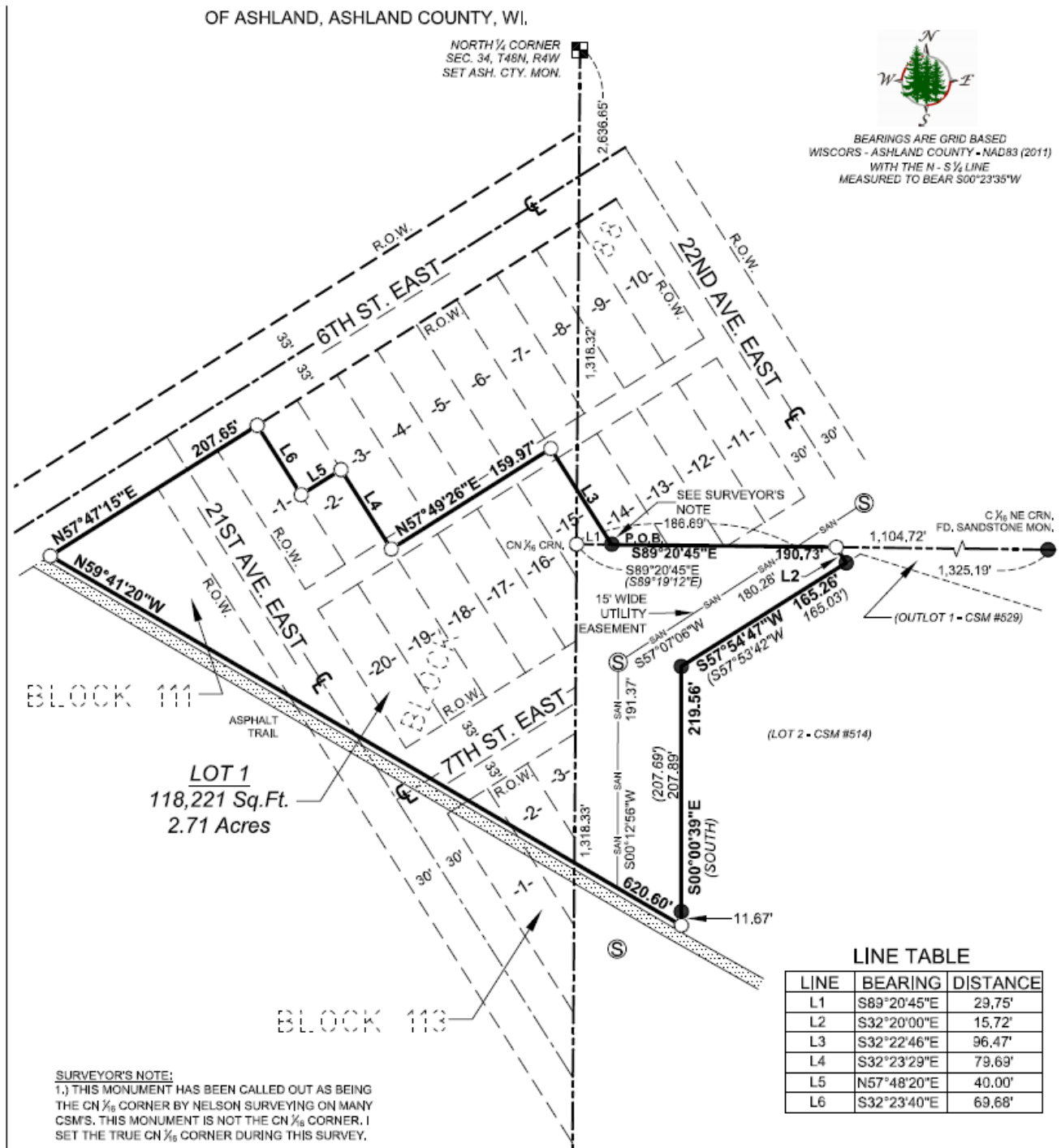
Property Owner: City of Ashland

Staff Contact: Steven Wiley

Background and Property Location



The map on the first page shows the red outline of the City-owned land area for which staff proposes a zone change. The blue lines indicate City-right-of-way to be vacated, and the green shows an existing sanitary sewer. Below is from the CSM that Pat McKuen completed showing the proposed parcel area.



The City has had conversations with Bill Gast who owns multiple properties containing ski trails on the western side of the City. Mr. Gast wants to transfer his parcels containing the ski trails to the City and in exchange would obtain City-owned property adjacent to Chicago Iron east of Public Works. The Planning Director discussed Mr. Gast's proposed land exchange with the City Administrator, Mayor,

and Public Works Director and staff and the Mayor are supportive of the proposed land transfer. The Public Works Director has stated that the currently vacant City-owned land is not of use to Public Works. Staff also discussed the proposed land transfer with the Committee of the Whole (COW) who were also supportive of moving forward. Mr. Gast would obtain the City-owned property and then transfer ownership of it to the new owner of Chicago Iron. The owner of Chicago Iron intends to combine it with his existing parcel. Due to this, the proposed zone change from Public Institutional (PI) to Heavy Industrial (HI) zoning is the first step of the process. Staff worked with surveyor Pat McKuen to have a Certified Survey Map done for the City area proposed for transfer. Staff plans to ask the City Council to introduce a resolution at the May 12th, 2026 Council meeting. In the meantime staff in consultation with the City Attorney's office, determined that rezoning the City-owned property would help expedite the process.

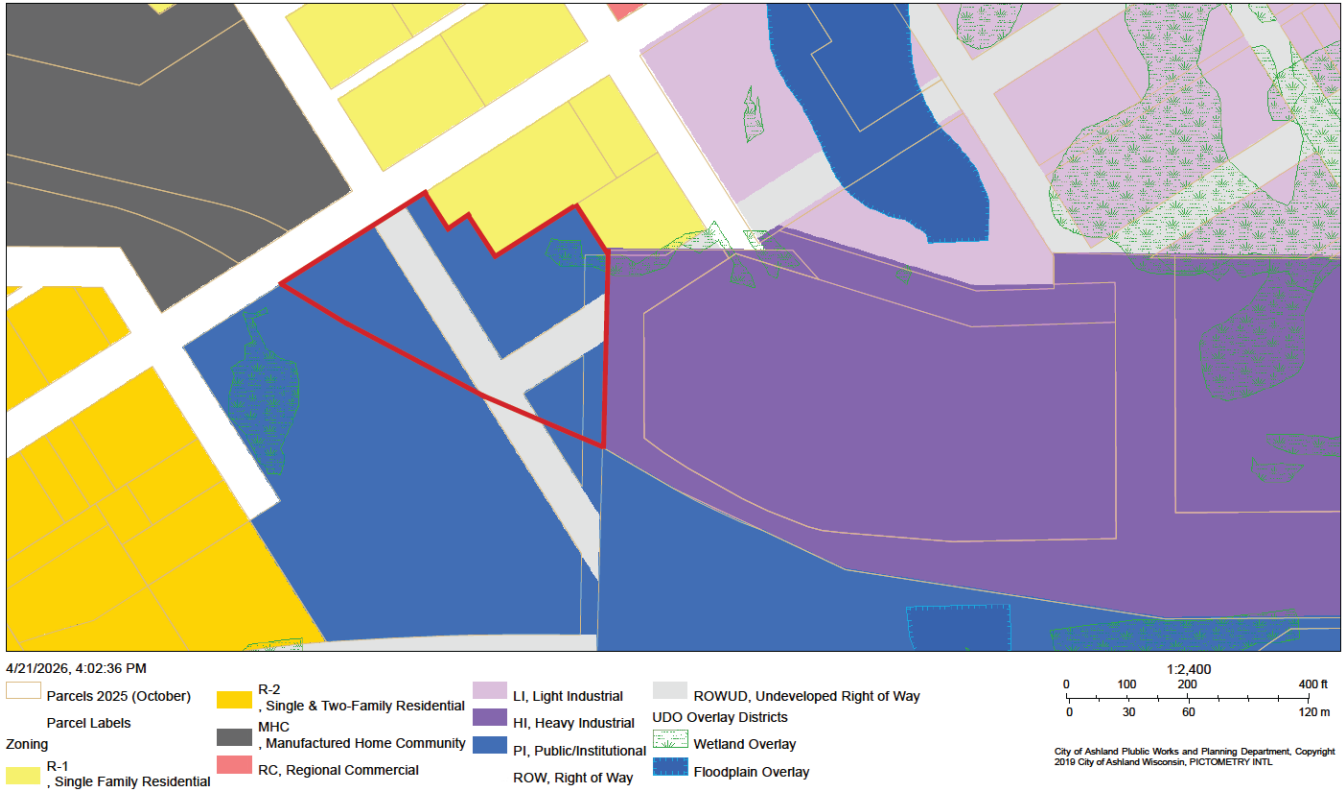
This zone change from Public Institutional (PI) to Heavy Industrial (HI) will allow Chicago Iron to combine the property with their existing parcel and use the property to make improvements to their operations after acquiring the land from Mr. Gast. The new owner of Chicago Iron has made improvements to his property and is turning the front of the property into a customer retail store rather than a salvage or industrial operation. Staff believes that in order for the Chicago Iron site to function as one property with both retail and salvage yard/recycling components associated with the land use consistent zoning for the entire site makes sense. The new owner has worked on cleaning up the property and diversifying into retail rather than serving solely as a salvage yard. He would like to acquire the currently City-owned property from Bill Gast and create a customer parking area and customer driveway running from 6th Street East into the site. Staff is referring this item to Plan Commission as a zone change only, with additional right of way and land transfer proposals to follow at upcoming meetings.

<u>Existing Land Use</u>	<u>Zoning</u>
Vacant, City-owned	Public Institutional (PI)

Adjacent Land Use and Zoning

<u>Existing Uses</u>		<u>Zoning</u>
North	Single-Family Residential	Single-Family Residential (R-1)
South	Public Works, Wastewater Treatment Plant	Public Institutional (PI)
East	Residential, Bay Area Rural Transit, City-owned, Chicago Iron, Undeveloped/Wooded	Single-Family Residential (R-1), Heavy Industrial (HI), Light Industrial (LI), Floodplain Overlay (F-O)
West	Public Works, Single and Two-Family Residential	Public Institutional (PI), Single and Two-Family Residential (R-2)

<u>Land Use Recommendation</u>	<u>Land Use</u>
Future Land Use Map Recommendation	Overlap of Traditional Neighborhood and Mixed-Use and Low/Mod Density and Special Districts



The subject property is outlined in red above. The blue is the current Public Institutional zoning of the subject parcel. The gold to the west is Single and Two-Family Residential zoning. The dark purple is Heavy Industrial zoning. The light purple is Light Industrial zoning. The yellow to the north is Single-Family Residential zoning. The dark grey is Mobile Home Park zoning.

Standards for Review

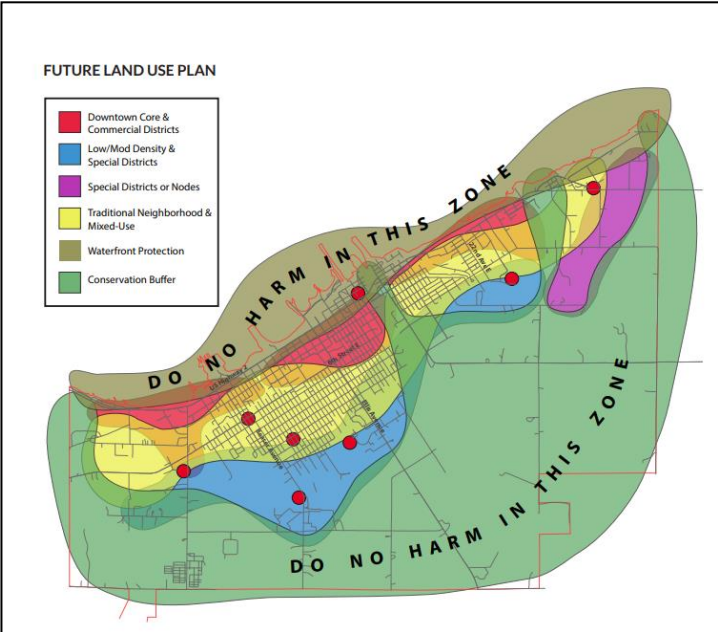
The City of Ashland’s Unified Development Ordinance (U.D.O.) 781, Section 3.3: Zoning Map Amendment (Rezoning) creates the legal framework to regulate, administer, and enforce the rezoning process for the City of Ashland.

Decision Criteria

In determining whether to approve or deny an application for a zoning map amendment, the following criteria should be considered:

- 1. The Zoning Map Amendment is consistent with the Comprehensive Plan.

The proposed rezoning of the subject parcels (201-03768-0000, 201-03717-0000, 201-03772-0000) from Public Institutional to Heavy Industrial is consistent with the Future Land Use Plan identified in the City’s Comprehensive Plan. The property is located within the overlap of the Traditional Neighborhood & Mixed-Use and Low/Mod Density and



Special Districts Future Land Use zones. The Comprehensive Plan does not call out specific recommended uses for the Low/Mod and Special Districts zone. The plan explains that a land use map at the scale provided for the Future Land Use Map cannot illustrate all existing or desired conditions on the ground level within neighborhoods. Chicago Iron is an existing use that has been industrial in nature for the past several years. The new owner is taking steps to clean up the property and streamline operations to make the front of the property more commercial rather than industrial in nature. By having a consistent zoning classification, the property can function as one site. The proposed HI zoning would allow the mixed commercial and industrial uses at the subject property. The Comprehensive Plan does not specifically address Chicago Iron or identify an issue with the specific land use or similar uses in its location. Nearby to the east is identified as “Special Districts or Nodes” which is the purple color on the map. Much of this is the Industrial Park.

- 2. The Zoning Map Amendment promotes public health, safety, morals, and the general welfare, as well as the efficiency and economy in the process of development.*

The proposed zoning amendment would balance the public health, safety, morals and the general welfare of the area and the efficiency and economy in the process of development. The amendment would allow an existing land use to acquire and use additional vacant land which is surrounded by existing single-family properties, the trail, and 6th Street East. It would allow Chicago Iron to make improvements that benefit its site design, site flow, and aesthetics. The existing surrounding development prevents the expansion of the Heavy Industrial zoning beyond the parcels currently proposed in this zone change request. Surrounding development consists of a mix of single-family, municipal, Industrial, and mobile home uses. Depending on the nature of expansion(s) proposed under the new zoning, Plan Commission review and approvals including Conditional Use Permit and/or Site Plan review may be required. The UDO has standards in place to mitigate potential negative impacts of allowing an Industrial-zoned parcel adjacent to less intensive uses.

Staff can imagine that some people may have concerns with the potential of a commercial/industrial use expanding adjacent to the three residential parcels immediately adjacent to the proposed zone change. The zone change does open the door to HI-permitted and conditional uses. However, the UDO standards and approval processes would prevent an expansion of Chicago Iron or comparable uses without staff and likely Plan Commission/Council review.

- 3. The Zoning Map Amendment is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.*

The subject parcel is surrounded by primarily single-family residential uses on the north, the trail and City Public Works facility to the west and south, and Chicago Iron to the east. There are a variety of zoning classifications in the immediate area based on the existing uses which were in place at the time the current zoning map took effect in 2012. The subject properties are located at a point where multiple zoning districts (residential, institutional, and industrial) converge.

The zone change is for a limited area outlined in the maps on the previous pages which would become one parcel immediately west of the current Chicago Iron property. The HI zoning is not out of place in the area given the presence of the existing HI zoning of an adjacent City-owned parcel abutting the eastern edge of the subject properties, the HI zoning of the Chicago Iron property, and HI zoning of properties to the east of Chicago Iron also. The parcels in question are currently City-owned and vacant with no alternative development plans other than the proposal Mr. Gast and Chicago Iron have proposed. The proposed zone change is contiguous with the HI zoning of the City-owned and Chicago Iron properties immediately adjacent on the east. The size of the land area proposed for the zone change, coupled with the UDO setback, buffering, and lot coverage limits,

places limits on the amount of development that could occur on the subject property area, therefore avoiding potential negative impacts on existing neighboring development.

Staff would have concerns if the HI zoning did not exist in the immediate area and/or if the Comprehensive Plan or Future Land Use Map identified a clear issue with commercial/industrial uses in this area of the City. Staff would also have concerns with any development proposed that cannot meet all applicable ordinance requirements. Staff realizes that HI zoning is a more intensive use than R-1 zoning of the three homes adjacent to the subject land area. Since there are multiple zoning districts converging in the location of the subject parcels and UDO standards and review processes in place to address adjacencies of different land uses, staff does not have concerns with the proposed zone change.

4. *The property to be amended (rezoned) is suitable* for the uses permitted by the Zoning District that would be applied by the proposed Zoning Map Amendment.*

The property is suitable for the uses permitted in the HI zoning district under by-right zoning or a Conditional Use Permit, if all applicable UDO requirements are met. If a property owner is unable or unwilling to meet all applicable UDO requirements, the property would not be suitable for the uses permitted. Staff, the Plan Commission, and Council can place conditions on any development or expansions of existing development onto the subject property through applicable review processes. Bufferyard/landscaping standards, setback requirements, and lot coverage maximums would mitigate the potential negative impacts an expansion of a commercial or industrial use might have on the three immediately adjacent residential properties. The more intensive commercial and industrial uses are Conditional Uses in the district and would require Plan Commission and Council review and approval prior to changes occurring on-site. Changes on-site that have the potential to impact the surrounding properties would require Site Plan review through Plan Commission. The proposed zoning allows commercial, industrial, and institutional uses. Due to the dimensions of the proposed combined property area, the easternmost portion closest to the Chicago Iron property would be the most suitable for any building addition or parking area.

5. *The Zoning Map Amendment is generally consistent with the principles of sustainability specified in Unified Development Ordinance (UDO) Section 1.4: Integration of Principles of Sustainability.*

Staff does not have concerns regarding the proposed zone change's consistency with the Principles of Sustainability in the UDO. Not all of the Principles of Sustainability in the UDO are directly applicable but the zone change and eventual land exchange would align to a couple of Principles mentioned:

- **Reduce dependence upon fossil fuels and extracted underground metals and minerals** – The proposed zone change will allow an existing use which includes a salvage/recycling center the possibility to construct a commercial store and customer parking area to improve their aesthetics, operations, and customer experience. Many products bought and sold are recycled materials including but not limited to: aluminum, brass, copper, batteries, scrap iron, and steel.
- **Reduce dependence on chemicals and other manufactured substances that can accumulate in nature** – Specifically the UDO mentions promoting areas and standards to reduce, reuse, and recycle materials. The proposed zone change would support an existing local business which dedicates a portion of its business to reusing and recycling materials.

A zoning map amendment to the City-owned property proposed for transfer would allow for Chicago Iron to improve its operations. Chicago Iron is a business which devotes a portion of its operations to buying and selling recycled materials and staff believes that zone changes which support such

businesses where possible demonstrate consistency with the Principles of Sustainability outlined in the UDO.

Review Recommendation

Staff recommends APPROVAL of the request to rezone City-owned land area of Parcel #s 201-03768-0000, 201-03717-0000, and 201-03772-0000 from Public Institutional (PI) to Heavy Industrial (HI) with the following condition:

- Zone Change shall take effect after the new parcel is created via Certified Survey Map (CSM). The CSM must be approved and recorded at the Ashland County Register of Deeds prior to the zone change taking effect.

In addition to the staff report, Plan Commission and City Council should consider public input received through the Public Hearing. The required Class 2 public hearing notice was issued on April 9th and April 16th.

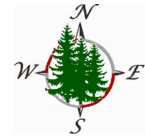
**Suitable as defined by Merriam Webster means “adapted to a use or purpose” or “able, qualified.”*

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 may be made by the Plan Commission.

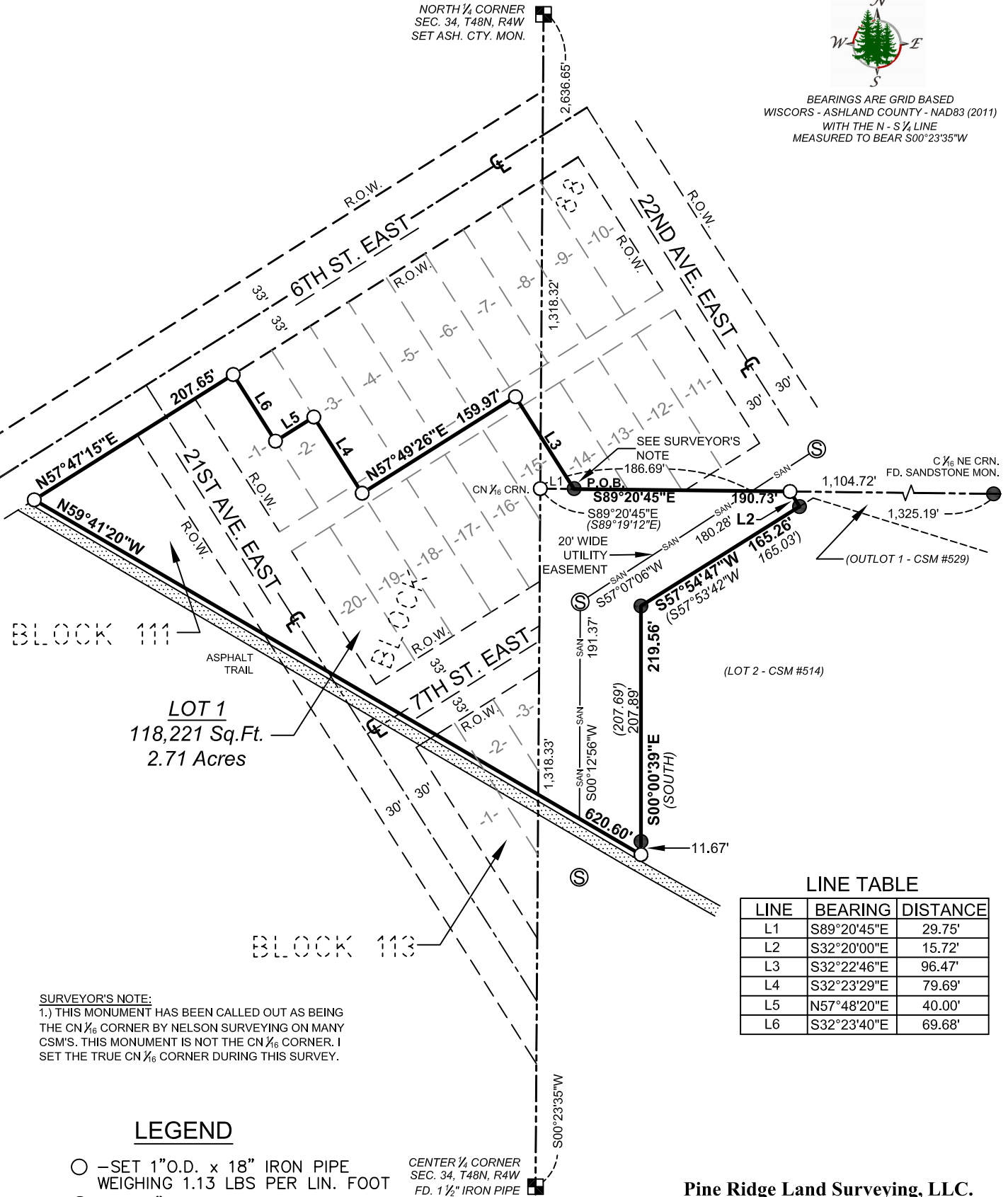
ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 1 & THE SOUTH 1/2 OF LOT 2 & LOTS 15 - 20 TOGETHER WITH THE VACATED ALLEY ADJACENT, BLOCK 88, TOGETHER WITH PART OF LOT 2 & ALL OF LOT 3, BLOCK 113, TOGETHER WITH PART OF BLOCK 111, TOGETHER WITH VACATED 21ST AVE. E. & 7TH ST. E. ADJACENT, LAKE SHORE ADDITION, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI.

NORTH 1/4 CORNER
SEC. 34, T48N, R4W
SET ASH. CTY. MON.



BEARINGS ARE GRID BASED
WISCORS - ASHLAND COUNTY - NAD83 (2011)
WITH THE N - S 1/4 LINE
MEASURED TO BEAR S00°23'35"W



BLOCK 111

LOT 1
118,221 Sq.Ft.
2.71 Acres

BLOCK 113

SURVEYOR'S NOTE:

1.) THIS MONUMENT HAS BEEN CALLED OUT AS BEING THE CN 1/6 CORNER BY NELSON SURVEYING ON MANY CSM'S. THIS MONUMENT IS NOT THE CN 1/6 CORNER. I SET THE TRUE CN 1/6 CORNER DURING THIS SURVEY.

LEGEND

- - SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS PER LIN. FOOT
- - FD. 1" O.D. IRON PIPE (UNLESS OTHERWISE NOTED)
- () - RECORDED AS DIMENSION
- ⊙ - SANITARY MANHOLE
- SAN - SANITARY LINE

CENTER 1/4 CORNER
SEC. 34, T48N, R4W
FD. 1 1/2" IRON PIPE

FIELDWORK COMPLETED:
4/16/26

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°20'45"E	29.75'
L2	S32°20'00"E	15.72'
L3	S32°22'46"E	96.47'
L4	S32°23'29"E	79.69'
L5	N57°48'20"E	40.00'
L6	S32°23'40"E	69.68'



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin

Phone (715) 682-2969
WWW.PINERIDGESURVEYING.COM
PROJECT NO. COA26 - 34-48-4
SHEET 1 OF 2 SHEETS

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 1 & THE SOUTH 1/2 OF LOT 2 & LOTS 15 - 20 TOGETHER WITH THE VACATED ALLEY ADJACENT, BLOCK 88, TOGETHER WITH PART OF LOT 2 & ALL OF LOT 3, BLOCK 113, TOGETHER WITH PART OF BLOCK 111, TOGETHER WITH VACATED 21ST AVE. E. & 7TH ST. E. ADJACENT, LAKE SHORE ADDITION, SECTION 34, TOWNSHIP 48 NORTH, RANGE 4 WEST, CITY OF ASHLAND, ASHLAND COUNTY, WI.

Surveyor's Certificate

I, Patrick A. McKuen, Registered Land Surveyor S-2992, hereby certify that I have surveyed, divided and mapped; Lot 1 & the south 1/2 of Lot 2 & Lots 15 - 20 together with the vacated alley adjacent, Block 88, together with part of Lot 2 & all of Lot 3, Block 113, together with part of Block 111, together with vacated 21st Ave. E. & 7th St. E. adjacent, Lake Shore Addition, Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N 1/4 corner of said section; Thence S00°23'35"W along the monumented west line of the NE 1/4 a distance of 1,318.32 feet to the CN 1/6 corner; Thence S89°20'45"E along the monumented south line of the NW 1/4 - NE 1/4 a distance of 29.75 feet to the intersection with the east line of Lot 15, Block 88, Lakeshore Addition which point is the Point of Beginning; Thence S89°20'45"E along the south line of the NW 1/4 - NE 1/4 a distance of 190.73 feet; Thence S32°20'00"E a distance of 15.72 feet; Thence S57°54'47"W along the northwesterly line of Lot 2 of CSM #514 a distance of 165.26 feet; Thence S00°00'39"E along the west line of Lot 2 of CSM #514 a distance of 219.56 feet; Thence N59°41'20"W a distance of 620.60 feet to the south right of way of 6th St. E.; Thence N57°47'15"E along said south line a distance of 207.65 feet to the northeast corner of Lot 1, Block 88, Lakeshore Addition; Thence S32°23'40"E along the east line of said Lot 1 a distance of 69.68 feet; Thence N57°48'20"E a distance of 40.00 feet to the east line of Lot of Block 88, Lakeshore Addition; Thence S32°23'29"E along said east line a distance of 79.69 feet to the centerline of the vacated alley; Thence N57°49'26"E along said centerline a distance of 159.97 feet; Thence S32°22'46"E along the east line of Lot 15, Block 88, Lakeshore Addition a distance of 96.47 feet to the Point of Beginning.

That the above described parcel of land contains 118,221 square feet or 2.71 acres.

That I have made this map at the direction of the City of Ashland, OWNER'S of said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

20' WIDE UTILITY EASEMENT:

A 20' foot wide utility easement located 7.50' on either side of the following described centerline as located in the SW 1/4 - NW 1/4 of Section 34, Township 48 North, Range 4 West, City of Ashland, Ashland County, WI more particularly described as follows:

Commencing at the N 1/4 corner of said section; Thence S00°23'35"W along the monumented west line of the NE 1/4 a distance of 1,318.32 feet to the CN 1/6 corner; Thence S89°20'45"E along the north line of the SW 1/4 - NW 1/4 to the intersection with the existing underground sanitary line a distance of 186.69 feet which is the Point of Beginning; Thence S57°07'06"W along the center of said sanitary line a distance of 180.28 feet to the center of an existing sanitary manhole; Thence S00°12'56"W along the center of said sanitary line a distance of 191.37 feet to the southerly boundary line of Lot 1 of this CSM which is the Terminus of said easement.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and the City of Ashland Subdivision Control Ordinance in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this _____ day of _____

Pine Ridge Land Surveying
Patrick A. McKuen
WI PLS S-2992

CITY OF ASHLAND PLANNING & ZONING APPROVAL CERTIFICATE

I, STEVEN WILEY, CITY OF ASHLAND ZONING ADMINISTRATOR ,
DO HEREBY APPROVE THIS CITY OF ASHLAND CERTIFIED SURVEY MAP

SIGNED: _____
STEVEN WILEY

DATED THIS _____ DAY OF _____, 2026.

Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin
Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM
PROJECT NO. TORVINEN26 - COA BLK35 ASHPRP
SHEET 2 OF 2 SHEETS

SUBJECT: Consider a Resolution to Acknowledge Review of the 2025 Compliance Maintenance Annual Report (CMAR) for the Ashland Wastewater Utility Pursuant to the Requirements of NR 208, Wisconsin Administrative Code (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager

EXHIBITS:

1. Proposed Resolution No. 17884
2. 2025 Compliance Maintenance Annual Report
3. 2020-2024 Sewer Collection Projects

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

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: N/A

SUMMARY STATEMENT:

Chapter NR 208 of the Wisconsin Administrative Code requires publicly and privately owned domestic wastewater plants to complete a self-evaluation of the operations of their treatment works called the Compliance Maintenance Annual Report (CMAR). The CMAR describes the wastewater management activities and performance of the sewer system during the previous calendar year.

Staff are reporting continued success in the elimination of sewer overflows and in the completion of sewer collection system maintenance. Attached is some information summarizing the City's capital upgrades to the sewer collection system over the past five years.

In recent years, the City has received a poor rating on Financial Management, due to the fact that the Utility has not reviewed user charges or updated the equipment replacement fund (ERF) in the last eight years. In the past year, Ehlers, Inc completed a review of the Sewer Utility user charges and responsibility for the ERF was transferred to Megan Erickson in Public Works. This work has allowed the Utility to report completion of all required tasks related to Financial Management.

Council approval of the attached resolution is requested to allow for submission to the DNR.

RESOLUTION NO. 17884

RESOLUTION TO ACKNOWLEDGE REVIEW OF THE 2025 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR) OF THE ASHLAND WASTEWATER UTILITY PURSUANT TO THE REQUIREMENTS OF NR 208, WISCONSIN ADMINISTRATIVE CODE

WHEREAS, it is a requirement of NR 208, Wisconsin Administrative Code, to file an annual self-evaluation of the operation of the City’s Wastewater Utility to the Wisconsin Department of Natural Resources; and,

WHEREAS, this annual self-evaluation is known as a Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is a requirement of NR 208 for the governing body of the City of Ashland to acknowledge it has reviewed the CMAR.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Ashland informs the Wisconsin Department of Natural Resources that it has reviewed the 2025 CMAR.

AND BE IT FURTHER RESOLVED that the following actions will be undertaken by the Common Council for the City of Ashland:

1. Continued maintenance of the Utility’s collection system.
2. Support of necessary capital improvements, specifically upgrades at the wastewater treatment plant.

PASSED: June 30, 2026

Charles Ortman, Council President

ATTEST: _

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM

Tyler W. Wickman, City Attorney

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	0.6033	x	241	x	8.34	=	1,211
February	0.6291	x	277	x	8.34	=	1,455
March	1.0391	x	166	x	8.34	=	1,441
April	1.8764	x	108	x	8.34	=	1,693
May	0.7951	x	190	x	8.34	=	1,261
June	0.7362	x	189	x	8.34	=	1,161
July	1.1220	x	158	x	8.34	=	1,478
August	0.6666	x	196	x	8.34	=	1,092
September	0.8206	x	181	x	8.34	=	1,242
October	0.5995	x	237	x	8.34	=	1,183
November	0.5566	x	217	x	8.34	=	1,007
December	0.5948	x	203	x	8.34	=	1,009

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	3.2	x	90	=	2.88
		x	100	=	3.2
Design BOD, lbs/day	3500	x	90	=	3150
		x	100	=	3500

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?
 Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes

gallons

No

Holding Tanks

Yes

gallons

No

Grease Traps

Yes

gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Our WWTP accepts leachate from

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	6	1	0	0
February	30	27	11	1	0	0
March	30	27	10	1	0	0
April	30	27	12	1	0	0
May	30	27	14	1	0	0
June	30	27	8	1	0	0
July	30	27	8	1	0	0
August	30	27	8	1	0	0
September	30	27	6	1	0	0
October	30	27	4	1	0	0
November	30	27	5	1	0	0
December	30	27	4	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

2025-05-09

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

There were no problems that adversely affected the treatment process during the last year

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	8	1	0	0
February	30	27	16	1	0	0
March	30	27	13	1	0	0
April	30	27	8	1	0	0
May	30	27	10	1	0	0
June	30	27	8	1	0	0
July	30	27	8	1	0	0
August	30	27	9	1	0	0
September	30	27	9	1	0	0
October	30	27	5	1	0	0
November	30	27	6	1	0	0
December	30	27	7	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.405	1	0
February	1	0.680	1	0
March	1	0.548	1	0
April	1	0.370	1	0
May	1	0.505	1	0
June	1	0.370	1	0
July	1	0.375	1	0
August	1	0.428	1	0
September	1	0.688	1	0
October	1	0.553	1	0
November	1	0.360	1	0
December	1	0.310	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

139.9 acres

2.1.2 How many acres did you use?

43.88 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

We held onto approximately 52 metric tons to be spread in 2026.

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Belt Filter Press Cake

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75								<9.7						0	0
Cadmium		39	85								.59						0	0
Copper		1500	4300								290						0	0
Lead		300	840								31						0	0
Mercury		17	57								1.5						0	0
Molybdenum	60		75								6.1					0		0
Nickel	336		420								20					0		0
Selenium	80		100								<19					0		0
Zinc		2800	7500								580						0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

<ul style="list-style-type: none"> ○ 1-2 (10 Points) ○ > 2 (15 Points) <p>3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)</p> <ul style="list-style-type: none"> ○ Yes ○ No (10 points) ● N/A - Did not exceed limits or no HQ limit applies (0 points) ○ N/A - Did not land apply biosolids until limit was met (0 points) <p>3.1.3 Number of times any of the metals exceeded the ceiling limits = 0</p> <p>Exceedence Points</p> <ul style="list-style-type: none"> ● 0 (0 Points) ○ 1 (10 Points) ○ > 1 (15 Points) <p>3.1.4 Were biosolids land applied which exceeded the ceiling limit?</p> <ul style="list-style-type: none"> ○ Yes (20 Points) ● No (0 Points) <p>3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
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<p>4. Pathogen Control (per outfall):</p> <p>4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr> <td style="width: 40%;">Outfall Number:</td> <td style="text-align: center;">002</td> </tr> <tr> <td>Biosolids Class:</td> <td style="text-align: center;">B</td> </tr> <tr> <td>Bacteria Type and Limit:</td> <td style="text-align: center;">Fecal Coliform</td> </tr> <tr> <td>Sample Dates:</td> <td>01/01/2025 - 12/31/2025</td> </tr> <tr> <td>Density:</td> <td>63</td> </tr> <tr> <td>Sample Concentration Amount:</td> <td>CFU/G TS</td> </tr> <tr> <td>Requirement Met:</td> <td>Yes</td> </tr> <tr> <td>Land Applied:</td> <td>Yes</td> </tr> <tr> <td>Process:</td> <td>Aerobic Digestion</td> </tr> <tr> <td>Process Description:</td> <td>Aerobic Digester used</td> </tr> </table> <p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <ul style="list-style-type: none"> ○ Yes (40 Points) ● No <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit:	Fecal Coliform	Sample Dates:	01/01/2025 - 12/31/2025	Density:	63	Sample Concentration Amount:	CFU/G TS	Requirement Met:	Yes	Land Applied:	Yes	Process:	Aerobic Digestion	Process Description:	Aerobic Digester used	0
Outfall Number:	002																				
Biosolids Class:	B																				
Bacteria Type and Limit:	Fecal Coliform																				
Sample Dates:	01/01/2025 - 12/31/2025																				
Density:	63																				
Sample Concentration Amount:	CFU/G TS																				
Requirement Met:	Yes																				
Land Applied:	Yes																				
Process:	Aerobic Digestion																				
Process Description:	Aerobic Digester used																				

<p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.</p>	
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Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Outfall Number:	002	0
Method Date:	08/09/2025	
Option Used To Satisfy Requirement:	Volatile Solids Reduction	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>=38	
Results (if applicable):	45.5	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Ashland Sewage Utility

Last Updated: Reporting For:
6/23/2026 **2025**

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points) <input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system● Computer system○ Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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We try to be proactive in maintaining all aspects on the WWTP facility and are currently in the first phase of a multi-phase upgrade plan.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

BRIAN L LEDIN

Certification No:

34526

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	X

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff

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<input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) If "None of the above" is selected, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
---	---

<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p> <ul style="list-style-type: none"> <input type="radio"/> Averaging 6 or more CECs per year. <input type="radio"/> Averaging less than 6 CECs per year. <p>Advanced Certification:</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Averaging 8 or more CECs per year. <input type="radio"/> Averaging less than 8 CECs per year. 	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Megan Erickson"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="715-682-7056"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 150px;" type="text"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: center;"><input style="width: 150px;" type="text" value="1,788,864.26"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="14,871.25"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="1,773,993.01"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: center;"><input style="width: 150px;" type="text" value="305,310.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="1,788,864.26"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$	<input style="width: 150px;" type="text" value="14,871.25"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,773,993.01"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="305,310.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="1,788,864.26"/>														
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$	<input style="width: 150px;" type="text" value="14,871.25"/>														
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,773,993.01"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="305,310.00"/>														

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ -274,580.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,353,883.01

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

There was an adjustment at the beginning of the year due to an error on monthly deposits. There was a withdrawal of four 14" plug valves at Main Lift.

3.3 What amount should be in your Replacement Fund?

\$ 1,577,365.32

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sanitary Sewer CIPP	\$400,000	2029
2	Seal/Repair Retention Basin	\$928,000	2027
3	New Sludge Handling Equipment or upgrade current equipment	\$1,000,000	2030
4	Sludge Digester Improvements/New aeration system	\$800,000	2026
5	Aeration Upgrades and Overflow Basin Rehabilitation	\$2,000,000	2029
6	Main Lift Station Pump Upgrades	\$200,000	2026
7	Waste Water Treatment Plant Addition for More Administrative Space	\$300,000	2030
8	Pre-Treatment Upgrades and Additional Step Screen	\$2,200,000	2027
9	New Jetter/Vac Truck	\$750,000	2030
10	16th St E Sewer Extension	\$470,000	2028
11	18th Ave W Sewer Replacement	\$280,000	2028
12	16th St E to 20th St E Sewer Replacement	\$490,000	2027

5. Financial Management General Comments

We have transitioned from an itemized schedule for the ERP to a percentage method ERF, which has resulted in an overfunded balance of the ERF. These funds will remain in the ERF for future project use.

ENERGY EFFICIENCY AND USE

6. Collection System

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6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	24,051	910
February	23,803	1,036
March	23,831	747
April	37,504	1,205
May	24,833	249
June	23,777	95
July	26,936	0
August	21,383	1
September	25,339	1
October	20,938	330
November	21,847	339
December	24,713	1,043
Total	298,955	5,956
Average	24,913	541

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

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By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	74,216	18.70	3,969	37.54	1,977	8,081
February	82,275	17.61	4,672	40.74	2,020	10,769
March	68,862	32.21	2,138	44.67	1,542	7,179
April	71,058	56.29	1,262	50.79	1,399	9,797
May	82,218	24.65	3,335	39.09	2,103	2,413
June	76,852	22.09	3,479	34.83	2,206	1,112
July	75,255	34.78	2,164	45.82	1,642	585
August	75,350	20.66	3,647	33.85	2,226	1,234
September	70,771	24.62	2,875	37.26	1,899	1,405
October	66,320	18.58	3,569	36.67	1,809	4,465
November	67,928	16.70	4,068	30.21	2,249	8,495
December	96,461	18.44	5,231	31.28	3,084	8,891
Total	907,566	305.33		462.75		64,426
Average	75,631	25.44	3,367	38.56	2,013	5,369

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping

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Mechanical Sludge Processing

Nitrification

SCADA System

UV Disinfection

Variable Speed Drives

Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

The will be installing new aeration blowers for the sludge digester that will be run off VFD and blower speed base off DO monitoring of the sludge.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

Part of the facility

Year:

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By Whom: <input type="text"/>	
Describe and Comment: <input type="text"/>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance
- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="20.1"/>	% of system/year
Root removal	<input type="text" value="0.3"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="5.9"/>	% of system/year
Manhole inspections	<input type="text" value="0"/>	% of system/year
Lift station O&M	<input type="text" value="10"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="26.01"/>	Total actual amount of precipitation last year in inches
<input type="text" value="30.36"/>	Annual average precipitation (for your location)
<input type="text" value="53.6"/>	Miles of sanitary sewer
<input type="text" value="11"/>	Number of lift stations
<input type="text" value="1"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="16"/>	Number of basement backup occurrences
<input type="text" value="16"/>	Number of complaints
<input type="text"/>	Average daily flow in MGD (if available)
<input type="text"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.09"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.02"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.30"/>	Basement backups (number/sewer mile)
<input type="text" value="0.30"/>	Complaints (number/sewer mile)
<input type="text"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
0 9/9/2025 5:40:00 AM - 9/9/2025 7:00:00 AM	6th Ave Lift Station (Located at the foot of 6th Ave W)	Rain, Equipment Failure	192,000

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

We evaluated the 6th Ave lift Station and found the problem to be a malfunctioning check valve. This was corrected and we are actively inspecting our lift stations for any potential issues.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

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I/I has been reduced over the past few years as a result of replacement and rehabilitation projects, although we still do experience I/I during rain events. We will continue to improve the system.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

We should continue to see a reduction in I/I as we have future rehabilitation projects planned.

5.4 What is being done to address infiltration/inflow in your collection system?

We will continue to improve our collection system through replacement and rehabilitation projects.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0030767

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Blocks Replaced	33
Blocks Rehab'd	190
Total Blocks Improved	223---- ~25% of System
City Funds Spent (cash)	\$1.8 million
City Funds Spent (loan)	\$4.5 million
Grant Funds Spent	\$2.6 million
Total Funds	\$8.9 million

2020 Sewer Replacement

- 7 blocks of sewer main replacement
- \$392K City funded (cash)
- Completed Fall 2020

2020 Sewer Rehab Cure In Place Pipe (CIPP)

- 25 blocks of sewer main rehab
- \$609K City funded (cash)
- completed Spring 2020

Waterfront Access Road

- 3 blocks sewer main replacement
- \$155K City funded (cash)
- Completed Summer 2021

Alley Sanitary Sewer Replacement

- 3 blocks sewer main replacement
- \$370K City funded (cash)
- Completed Summer 2023

2021 CIPP

- 56 blocks of sewer main rehab
- \$750K DNR funding (grant), \$623K City funded (30 yr loan @ 0.97%)
- Completed Summer 2021

6th St E Reconstruction

- 6 blocks of sewer main replacements
- \$215K CDGB funding (grant), \$273K City funded (cash)
- Completed Summer 2022

2022 Sanitary Sewer Replacement

- 6 blocks of sewer main replacements
- \$338K DNR funding (grant), \$900K City funded (30 yr loan @ 0.97%)
- Completed Fall 2022

2022 CIPP

- 66 blocks of sewer main rehab
- \$412K DNR funding (grant), \$956K City funded (30 yr loan @ 1.353%)
- Completed Fall 2022

2023 CIPP

- 68 blocks of sewer main rehab
- \$500K DNR funding, \$924K City funded (30 yr loan @ 1.37%)
- Completed Spring 2025

2023 Sewer Replacement

- 5 blocks sewer main replacement
- \$250K DNR funding, \$613K City funded (30 yr loan @ 1.37%)
- Completed Spring 2024

Ore Dock Access Road

- 3 blocks sewer main replacement
- \$119K DNR funding, \$175K City funded (30 yr loan @ 2%)
- Completed Summer 2024