Ashland City Council Meeting
Tuesday, September 8, 2026 – 6:00 PM
601 Main Street W. Ashland WI 54806

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, September 8, 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. **August 25, 2026 City Council and Committee of the Whole Meeting Mintues**

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. **Presentation by Carver Harries, Executive Director of Ashland Area Development Corporation**

B. **Announcements**

C. **Appointments**

6. ADMINISTRATOR'S REPORT

7. CONSENT AGENDA

A. **Resolution Joining the Wisconsin Local Government Climate Coalition (WLGCC)** *(Councilor Levi, Planning Department)*

8. OLD BUSINESS

A. **Resolution to Amend the 2025 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Budgets**

Per Wis. State Statute 65.90(5)(a) and Approve the Transfer of General Fund Balance for Prior Years Project Expenses *(Finance)* Roll

B. **Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Clean Water Loan Program (CWLP) for the SFY2027 Sewer Replacement - 16th Street East to 20th Street East Project** *(Public Works Department)* Roll

C. **Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson, Inc. for Application and Administration of the Waste Water Treatment Plant (WWTP) Phase I Improvements Project** *(Public Works)* Roll

D. **Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Clean Water Loan Program (CWLP) for the SFY2027 Wastewater Treatment Plant Upgrades Phase I Improvements Project** *(Public Works)* Roll

9. 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, August 25, 2026 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

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

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Director Steven Wiley, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. **July 28, 2026 City Council and Committee of the Whole Meeting Minutes**

A motion by Ortman and seconded by Vig to approve the 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:

Dale Kupczyk, 1614 9th Avenue West, spoke to the view of the lake that is blocked by overgrown trees along the walking trail.
Mollie Osness, 1820 6th Street West, requested a response from administration regarding the trees planted within Bay View Park.
Zygmund Jablonski, 916 6th Avenue West, stated that he feels the City Administration is actively trying to destroy him and his business.

5. MAYOR'S REPORT

A. **Presentation by Kathleen Beeksma, Executive Director of the Ashland Housing Authority**

Beeksma offered her presentation to Council regarding the current status of the Ashland Housing Authority.

B. **Announcements**

Addressing questions regarding the status of the 13th Avenue East construction work, the Mayor noted that the City had reached out to the contractor and was assured the project will be completed by the contract end date of October 1. He also asked that the contractor provide dust control during construction. Mac Kenzie reassured that the Council thoroughly discusses items at multiple levels before taking action on the projects the City does. The City utilizes many resources to get information out to the public, understanding that it is difficult to reach every citizen. Mac Kenzie has been made aware of accusations of city officials being unfair and often using poor judgment within the city. He pointed out the integrity and character of some claimants should be considered. There have been times when people have taken the opportunity to address the council with an open mike to give false or incorrect information. Mac Kenzie wished to point out that there has been increased investments in the community while municipal tax increases have been exceptionally low. He added a thank you to the staff for their accomplishments.

6. ADMINISTRATOR'S REPORT

Kucera plans to update Council of the progress of the Strategic Plan at the next Council meeting. He is currently meeting with public works division heads weekly while continuing the search for a Public Works Director. Kucera noted that staff are working well under such conditions. The water main replacement project continues on schedule with a tentative completion date of October 1. He wished to compliment the water department as there were less than 1/2 of the allowable disinfectant product found, according to a recent DNR testing report. The dry weather is creating new issues for the wastewater department as it makes the sludge difficult to disperse. The boat launch project continues to be on schedule after issues with a subcontractor's work with recent concrete pourings, and the Spashpad project should see a concrete foundation poured within the next two weeks.

7. CONSENT AGENDA

A. **Public Participation Plan for the 2026 Comprehensive Plan Update Project** *(Planning and Development)*

B. **Permitting and Property Maintenance Reports for July 2026** *(Planning and Development)*

A motion by Goyke, seconded by Sztyndor to approve the consent agenda passed unanimously by roll call vote.

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

A motion by Sztyndor and seconded by Seefeldt to enter into Closed Session and allow Wiley to remain during discussion, passed unanimously by roll call vote.

A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body of strategy to be adopted with respect to current or likely litigation."** *(*Christopher Robbin Notice of Claim July 29, 2026)*

B. **Return to Open Session**

Ortman moved, seconded by Sztyndor to return to Open Session. The motion passed unanimously by voice vote.

C. **Report of Action Taken During Closed Session**

Mac Kenzie reported that no action was taken during closed session.

A motion by Ortman, seconded by Goyke to deny the July 29, 2026 claim, passed unanimously by roll call vote.

9. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

COMMITTEE OF THE WHOLE
MEETING MINUTES

The Tuesday, August 25, 2026 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:20 p.m.

1. **Roll Call**

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

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Planning Director Steven Wiley, Finance Director Julie Vaillancourt, and other interested citizens.

2. **Approval of Agenda**

A motion by Sztyndor, seconded by Vig to approve the agenda, passed unanimously by voice vote.

3. **Council President's Report**

Ortman had nothing to report at this time.

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

A. **Draft Resolution to Amend the 2025 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Budgets Per Wis. State Statute 65.90(5)(a) and Approve the Transfer of General Fund Balance for Prior Years Project Expenses *(Finance)***

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

B. **Draft Resolution Joining the Wisconsin Local Government Climate Coalition (WLGCC) *(Councilor Levi, Planning Department)***

Levi spoke to the item and answered questions from the other Councilors. A motion by Seefeldt, seconded by Sztyndor to forward the item to Council for formal approval, passed unanimously by voice vote.

C. ***Draft Resolution for Potential Bond Issuance for the SFY2027 Sewer Replacement - 16th Street East to 20th Street East *(Public Works Department)***

Kucera offered information regarding the item. A motion by Goyke, seconded by Sztyndor to forward the item to Council for formal approval, passed unanimously by voice vote.

D. ***Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson, Inc. for Waste Water Treatment Plant Phase I Improvements Project *(Public Works)***

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

E. ***Draft Resolution for Potential Bond Issuance for SFY2027 Sewer Replacement-Wastewater Treatment Plant Upgrades Phase I Improvements Project** ***(Public Works)***

Kucera spoke to the item and answered questions from Council. A motion by Sztyndor, seconded by Seefeldt to forward the item to Council for formal approval, passed unanimously by voice vote.

5. **Adjournment**

Goyke moved, seconded by Sztyndor to adjourn at 8:10 p.m. The motion passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

Ref: 2025-866

COUNCIL AGENDA: 5.C. (9/8/2026)

SUBJECT: **Appointments**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting Council's approval of the following appointment:

Harbor Commission
Jacob Carpenter, term to expire July 2029

Ref: 2026-162 **COUNCIL AGENDA: 7.A. (9/8/2026)**

SUBJECT: **Resolution Joining the Wisconsin Local Government Climate Coalition (WLGCC)** ***(Councilor Levi, Planning Department)***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

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

EXHIBITS:
1. Proposed Resolution No. 17890
2. Potential Member Discussion, Wisconsin Local Government Climate Coalition

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: None

APPROPRIATION REQUIRED: None

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: Though the 2025 Strategic Plan does not specifically mention climate action, sustainability and climate action efforts are mentioned in the City's Comprehensive Plan. The plan recommends setting a strong example of sustainability and this includes prioritizing energy efficient improvements and updates to city buildings and facilities, creating easy ways for residents and businesses to opt into renewable energy, promoting alternative modes of transportation, and increasing options for solar panels and solar farms within Ashland. The Wisconsin Local Government Climate Coalition (WLGCC) consists of local government members that exchange information and work together on implementing climate action efforts. City membership in the WLGCC could provide an opportunity to progress towards meeting the goals of the Comprehensive Plan.

SUMMARY STATEMENT:

Councilor Levi and the Planning & Development Director met with staff of the WI Local Government Climate Coalition (WLGCC) on July 20th, 2026 to discuss the City possibly joining the coalition. The WLGCC consists of local government members (cities, villages, and counties) from around the state who, by adoption of a resolution, choose to participate in the coalition. The WLGCC's mission is to provide "a platform for members to collaborate on overcoming barriers to decarbonization, accelerating local climate change solutions and ensuring the benefits of the clean energy economy are distributed to everyone throughout the state."

Member local governments are represented by staff members at monthly and annual meetings of the coalition. There is no membership fee and WLGCC focuses on policies and programs that promote clean energy and climate smart solutions for communities across the state. The coalition allows member communities to network, exchange information and ideas, and work together towards meeting climate-related goals. The Committee of the Whole (COW) discussed the potential of joining the WLGCC at their July 28, 2026 meeting. Council as the Committee of the Whole was supportive of joining and asked Councilor Levi and staff to work on a draft resolution for joining the WLGCC. This resolution was approved by Council as Committee of the Whole during their August 25, 2025 meeting, and moved forward for formal approval.

RESOLUTION No. 17890

Resolution Joining the Wisconsin Local Government Climate Coalition (WLGCC)

Whereas, the City of Ashland has cause for concern regarding the negative impacts of climate change on greater society and within our own community. Climate change increases the risk of certain natural disasters, such as precipitation extremes and wildfires, and can cause adverse health and economic impacts, such as air pollution and damage to public infrastructure; and

Whereas, addressing and mitigating the major contributing factors such as the burning of fossil fuels is imperative to slow climate change and protect the public welfare; and

Whereas, the State of Wisconsin has a goal of 100 percent carbon-free electricity by 2050 and local governments are important actors to help implement the State's goal and Clean Energy Plan; and

Whereas, the City of Ashland has a Sustainability Committee and adopted an Energy Action Plan and 25 x 25 Plan to demonstrate the need for local and collective action; and

Whereas, the local power utility Xcel Energy has zero-carbon electric emission and net-zero gas service goals by 2050; and

Whereas, the Wisconsin Local Government Climate Coalition is a group of local governments who work together to seek low-carbon and clean energy solutions. Members recognize that climate change poses severe risks to our communities and that we cannot avoid the worst effects of climate change without effective state policy; and

Whereas, the Wisconsin Local Government Climate Coalition supports: (i) increased state and federal funding for energy efficiency, renewable energy, electrification of transportation and buildings, and advanced technology and research development solutions; (ii) state policies and laws that enable local governments and others to implement such actions to grow the clean energy workforce; (iii) state plan to retire coal plants no later than 2045; (iv) choices and universal access to clean energy to reduce cost and participation barriers; and (v) smart growth development policies and funding to reduce vehicle miles traveled and preserve natural resources, including agricultural, forestry, and recreational lands; and

Whereas, the City of Ashland shares the goals of the Wisconsin Local Government Climate Coalition;

Now, therefore, be it resolved, by the City of Ashland City Council the City of Ashland officially joins the Wisconsin Local Government Climate Coalition and will contribute to sustaining their advocacy efforts; and be it

Further resolved, that the City Attorney and the City Staff are authorized to comment on contested rate cases, generic documents, and other proceedings before the Wisconsin Public Service Commission that relate to the City of Ashland's carbon reduction goals.

PASSED: September 8, 2026

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Councilperson

ATTEST:

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Denise Oliphant, City Clerk

____
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

____
Tyler Wickman, City Attorney

Potential Member Discussion

Last updated
7/20/2026

WISCONSIN LOCAL GOVERNMENT
CLIMATE COALITION

The Coalition provides a platform for members to collaborate on overcoming barriers to decarbonization, accelerating local climate change solutions, and ensuring the benefits of the clean energy economy are distributed to everyone throughout the state.

WLGCC Mission Statement

History of WLGCC

Started with a small group of local government representatives in 2020 that came together around a common set of challenges, desiring practical solutions. They recognized that local governments…

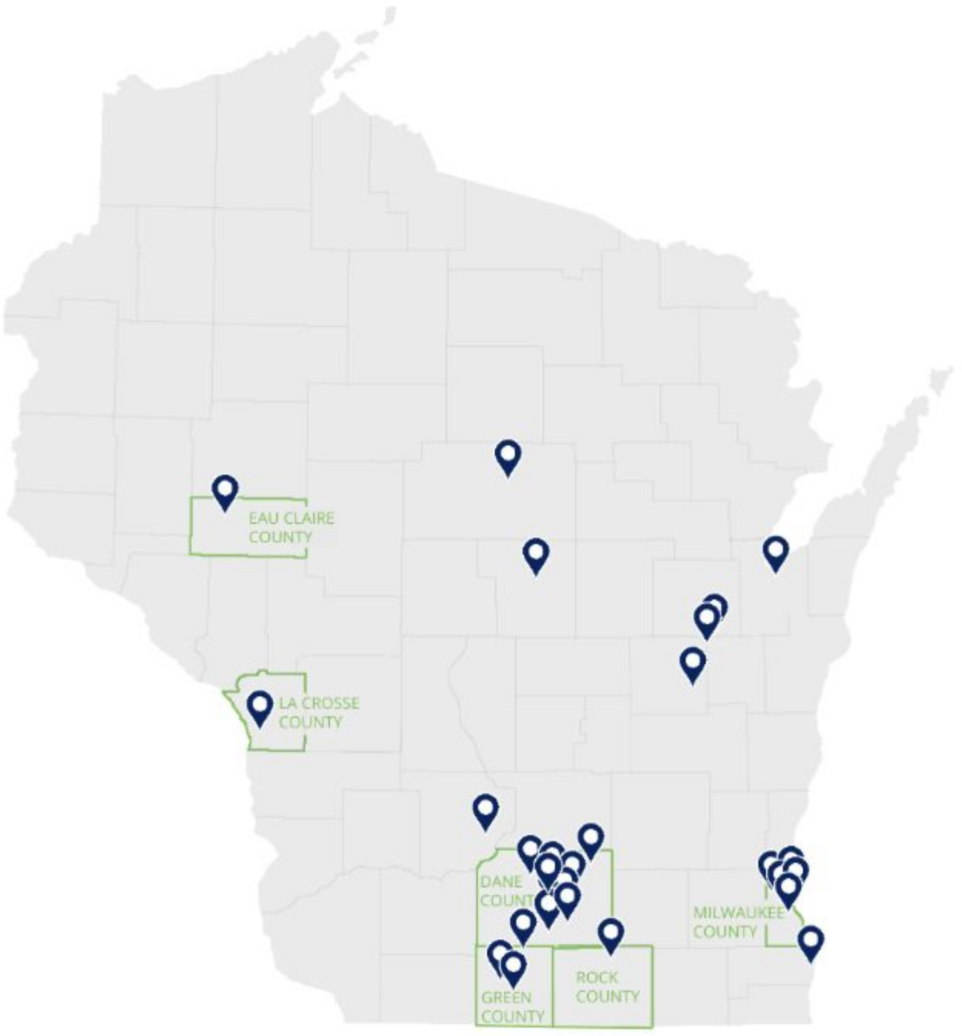
- Have a unique experience and voice that should be heard
- Have limited budgets and staff, and can benefit from working together

Our membership represents over 40% of residents in WI!

- 32 local governments
- In most cases, member representatives are local government staff (sustainability staff, planners, city administrators, village managers, etc.)

MEMBERS

City of Appleton
City of Baraboo
City of Eau Claire
City of Edgerton
City of Fitchburg
City of Green Bay
City of La Crosse
City of Madison
City of Menasha
City of Middleton
City of Milwaukee
City of Monona
City of Monroe
City of Oshkosh
City of Racine
City of Stevens Point
City of Sun Prairie
City of Verona
City of Wausau
City of Wauwatosa
Village of Belleville
Village of McFarland
Village of Shorewood
Village of Shorewood Hills
Village of Waunakee
Village of Whitefish Bay
Milwaukee County
Dane County
Eau Claire County
La Crosse County
Rock County
Green County



Value of Membership

WLGCC delivers value to members through:

- Facilitating local government voices on climate & clean energy policies & programs
- Providing resources and tools to achieve deeper impacts across communities
- Creating peer-to-peer learning & information sharing opportunities

Strategic Priorities

Strategic Priorities Statement

WLGCC focuses on policies, programs, and initiatives that promote clean energy and climate smart solutions for all communities across the state. This document, which is updated every two years, summarizes the strategic priorities that members support and will work together on at the state and local levels.

1. **Decarbonize Buildings**
   a. strong state building codes, Focus on Energy program, emissions/ energy use data
2. **Green the Grid**
   a. utility retirement of fossil fuel plants, PSC-utility accountability for clean energy goals & supporting community-led RE (net metering, third party ownership, etc)
3. **Decarbonize Transportation**
   a. robust EV charging network, accessible to everyone, regional public transportation solutions
4. **Implement People-Centered & Climate-Smart Land Use Policies**
   a. low/no emission land use policies (model ordinances, zoning codes), initiatives within communities
5. **Promote Resilience & Natural Solutions**
   a. microgrids, urban forestry efforts, green infrastructure, local policies, sharing best practices

(More details on the Our Strategies page on our website: wlgcc.org/our-strategies)

What Membership Looks Like

WLGCC Membership

We understand that each community will be at a different stage, and we want to meet you where you are at. There are a number of ways for member to participate – and we also understand that you may not be able to attend everything! Here are some of the different engagement points....

Member Engagement Points

- Monthly member meetings (1 hr, new time selection in progress)
- Policy Committee and Ad Hoc Work Groups
- Webinars (bringing in experts or other speakers to discuss relevant topics)
- Annual In-Person Members' Summit (October 28)
- Optional meetings to brainstorm or discuss specific areas of member interest
- Emails from WLGCC staff, sharing updates and opportunities

Learning & Making Progress Together

Examples

- Facilitating purpose-driven ad-hoc work groups so members can learn with and from peers about topics of interest, including the **Data Center Work Group**.
- Providing resources in our **member drive**.
- Offering the **Resilient & Efficient Buildings Municipal Support Program**
- **Creating resources** for members to support their efforts:
  - 'Starter Briefs' on topics like Solar Energy, Electric Vehicles, Climate Action Planning
  - Comprehensive Planning Review Resource for Integrating Sustainability
  - Local Government Playbooks - Transportation Electrification & Greening the Grid
- Supporting members in completing **community-wide emissions inventories,** a building block of climate & energy planning *(2024-26 cohort is closed, but considering ways to continue this work going forward).*
- **Submitting comments or intervening in utility cases** to guide PSC decisions (like Focus on Energy program offerings, net metering investigation, etc.)
- **Webinars and member spotlights** to facilitate peer-to-peer learning

How to Join

(1) Meet with WLGCC staff for initial discussion to ensure the Coalition is a good fit for your goals
(2) Draft a resolution substantially similar <u>to this template</u> and submit to WLGCC for review
(3) Governing Body approves resolution
(4) WLGCC approves membership
(5) Submit to WLGCC staff with intake form, and attend a brief member orientation meeting
(6) Appoint someone (typically a staff position) to serve as your member representative, attend meetings, and contribute to our collective efforts
(7) Membership begins!

Questions & Discussion

- Where is your community at in its journey?
- Do you have any clean energy or climate-focused goals or initiatives in place?
- What challenges and opportunities are you facing?
- What might you hope to get out of a WLGCC membership? How could we support you in your goals?
- Other questions about WLGCC we can answer?

Thank You

tyler.ellen@wlgcc.org

gillard.imogen@wlgcc.org

WISCONSIN LOCAL GOVERNMENT
CLIMATE COALITION

Ref: 2026-161 **COUNCIL AGENDA: 8.A.**
(9/8/2026)

SUBJECT: **Resolution to Amend the 2025 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Budgets Per Wis. State Statute 65.90(5)(a) and Approve the Transfer of General Fund Balance for Prior Years Project Expenses *(Finance)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

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

EXHIBITS:
1. Proposed Resolution No. 17889
2. Proposed 2025 Budget Amendment
3. Preliminary General Fund - Fund Balance Dec 31, 2025

EXPENDITURES REQUIRED: $15,028,730

AMOUNT BUDGETED: $15,018,160

APPROPRIATION REQUIRED: $ 10,570

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: NA

SUMMARY STATEMENT:

The 2025 audit is still in progress and one of the final items to be completed is the 2025 budget amendment. The annual budgets are formulated based on the best information at the time of preparation, which is usually around four months before the budget year begins. For 2025, the preliminary actual results vary from the budgets formulated and some departments are over budget while other departments are under budget. This results in the need for the Council to re-appropriate the 2025 budget for expenditures. The budget amendment will bring the expenditures and transfers into compliance with Wis. Stats. 65.90(5)(a) Municipal Budgets. The total amount of the general fund amended budget is $15,028,730, which is an increase of $10,570 from the original budget, by increasing interest income revenue and operating expenses by this amount.

The council approved the utilization of general fund-fund balance (GFFB) for the 2025 budget in the amount of $586,000. The amount appropriated for this was $262,000 of a one-year general obligation note for operations, issued in 2024 for 2025, and $324,000 of GFFB.

Net revenue for 2025 is $303,377 due to interest income revenue over budget by $107,676 and ambulance fee revenue being over budget by $643,977. Ambulance fee revenue for 2025 includes additional Medicaid reimbursement payments for 2023 and 2024, received in 2025, totaling $271,538. (See pages 4 and 5 of exhibit 2 for more information.)

Council is being asked to approve the transfer of GFFB to cover prior year expenses of $30,714 which will bring the increase in GFFB down from $303,377 to $272,663.

- $1,932 - SR 240-241 CDBG Housing & Econ Development Funds - Prior years expenses not covered by CDBG funding
- $25,432 SR 246 - Home Improvement Programs - 2024 expense not eligible for the State of WI Safe Drinking Water Grant for private water lateral replacements
- $3,350 CP 481 - Parks & Recreation - Prior year expense not covered by Bay City Creek project grant

The policy of maintaining GFFB at 30% of budgeted expenses is maintained. (See exhibit 3.)

The following is a summary of the larger proposed budget amendment or budget variances (see exhibit 2 for more information/explanation of variances):

Increase Transfers to Other Funds:

- To SR-245 for City sponsored event costs net of revenue - $36,700
- To SR-246 for the private water lateral replacement costs not covered by the State of WI Safe Drinking Water Program - $6,524

General Government Operating Expenses/Budgets:

- Council is over budget due by $16,980 due to the cost of implementation services for the updated City Strategic Plan.
- Overall general government is over budget by $960. (See exhibit 2 for more information.)

Public Safety Operating Expenses/Budgets:

- The police department is over budget by $62,920.
- The fire and ambulance departments are under budget by $84,690.
- Building Inspection is over budget by $27,925

Public Works Operating Expenses/Budgets:

- Public works and sanitation expenses are under budget by $21,507.

Leisure Activities Operating Expenses/Budgets:

- Parks and grounds expenses are under budget by $34,140.

Conservation and Development Operating Expenses/Budgets:

- Planning and Development expenses are over budget by $7,060.

RESOLUTION No. 17889

<u>RESOLUTION TO AMEND THE 2025 GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, AND INTERNAL SERVICE FUNDS BUDGETS PER WIS. STATE STATUTE 65.90(5)(a)</u>

WHEREAS, the Common Council for the City of Ashland, Wisconsin, meeting in Committee, at the August 25, 2026 meeting, has deliberated the formation of the 2025 municipal budget amendment; and

WHEREAS, the Common Council for the City of Ashland, Wisconsin has concluded that budget revenues and expense appropriation adjustments are necessary for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland, Wisconsin hereby adopts the 2025 Budget Amendment for revenues and expenditures of $15,028,730, and appropriation adjustments as summarized on the attachment to this Resolution.

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Councilperson

PASSED: September 8, 2026

ATTEST: ____________________________ ____________________________
Denise Oliphant, City Clerk Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

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Tyler W. Wickman, City Attorney

CITY OF ASHLAND **2025 PROPOSED BUDGET AMENDMENT**

SUMMARY WORKSHEET

	Approved 2025 Budget	2025 Preliminary	Preliminary Over/Under 2025 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
Property Tax Levy						
Assessed Value	459,453,200	459,453,200	-	-	459,453,200	
Mill Rate	10.6203	10.6203	0.0000	0.0000	10.6203	
Gross Levy	**$ 4,879,528**	**$ 4,879,528**	**$ -**	**$ -**	**$ 4,879,528**	No change
Less Restricted Levy:						
TIF Levy	(55,030)	(55,030)	-	-	(55,030)	
Debt Service Levy						
Long-term G.O. Debt Service	(1,774,678)	(1,774,678)	-	-	(1,774,678)	
Debt Service Reserve Applied	100,000	100,000			100,000	
One Year GO Note Debt Service	(265,230)	(265,230)	-	-	(265,230)	
Net Debt Service Levy	(1,939,908)	(1,939,908)	-	-	(1,939,908)	
Total Restricted Levy	(1,994,938)	(1,994,938)	-	-	(1,994,938)	
Net Expendable Levy	**$ 2,884,590**	**$ 2,884,590**	**$ -**	**$ -**	**$ 2,884,590**	No change
Net Levy Available for General Fund	**$ 2,884,590**	**$ 2,884,590**	**-**	**$ -**	**$ 2,884,590**	
Post-Levy Property Tax Adjustments	-	579	(579)	-	-	
Non-Tax General Fund Revenues	9,552,632	10,189,683	(637,051)	10,570	9,563,202	Increase Interest Income Budget
Appropriation of Fund Balance - 2024 proceeds of 1 Year GO Note for 2025 budget	262,000	262,000	-		262,000	
Appropriation of Fund Balance	324,000	-	-	-	324,000	
Total General Fund Revenues	**$ 13,023,222**	**$ 13,336,852**	**$ (637,630)**	**$ 10,570**	**$ 13,033,792**	
Uses of General Funds						
General Fund Transfer to Other Funds				Negative number increases budget		
SR 215 - Vaughn Library	(312,000)	(312,000)	-	-	(312,000)	
SR 245 - Planning & Redevelopment	(25,000)	(61,675)	(36,675)	(36,700)	(61,700)	Transfer funds for City 2025 net event expenses
SR 246 - Home Improvement Programs	(5,000)	(11,222)	(6,222)	(6,222)	(11,222)	$6,222 transfer for 2025 private water lateral replacements costs not covered by grant
SR 260 - Recycling	(149,400)	(142,520)	6,880	6,880	(142,520)	Adjust transfer for the 2025 recycling fee billings
CP 454 - Equipment Leases	(15,500)	(15,500)	-	-	(15,500)	
CP 460 - Public Works Capital Equip.	(50,000)	(50,000)	-	-	(50,000)	
CP 461 - Fire/Amb Capital Equip.	(100,504)	(100,504)	-	-	(100,504)	
CP 462 - Police Dept Capital Equip.	(50,000)	(50,000)	-	-	(50,000)	
CP 463 - Computer Capital Equip.	(30,500)	(30,500)	-	-	(30,500)	
CP 480 - Urban Forestry	(10,000)	(10,000)	-	-	(10,000)	
CP 481 - Parks & Rec	(15,000)	(15,000)	-	-	(15,000)	
EF 610 - JFK Airport	(64,885)	(64,885)	-	-	(64,885)	
IS 750 - Post Retirement Benefits Reserve	(25,000)	(34,343)	(9,343)	(9,345)	(34,345)	Transfer additional funds for 2025 employee retirements
CP 491 / TA 810 - Landfill (LTC)	(5,000)	(5,000)	-	-	(5,000)	
Total Transfers to Other Funds	**$ (857,789)**	**$ (903,149)**	**$ (45,360)**	**$ (45,387)**	**$ (903,176)**	
Net Available for General Fund Operations	**$ 12,165,433**	**$ 12,433,703**	**$ (592,270)**	**$ (34,817)**	**$ 12,130,616**	

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CITY OF ASHLAND

2025 PROPOSED BUDGET AMENDMENT

SUMMARY WORKSHEET

General Fund Operations

	Approved 2025 Budget	2025 Preliminary	Preliminary Over/Under 2025 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
				Positive number decreases		
GENERAL GOVERNMENT				Negative number increases		***The overall increase for general governments budgets is $1,000***
Mayor	(23,110)	(17,463)	5,647	5,640	(17,470)	Under budget-no travel/training, miscellaneous, or economic development expenses
City Council	(62,775)	(79,754)	(16,979)	(16,980)	(79,755)	Over budget-professional services for implementation of the updated strategic plan
City Administrator	(166,505)	(167,885)	(1,380)	(1,380)	(167,885)	Over budget-personnel expenses
Police & Fire Commission	(8,900)	(12,623)	(3,723)	(3,725)	(12,625)	Over budget-employee recruiting expenses
City Attorney	(80,000)	(80,478)	(478)	(500)	(80,500)	
City Clerk	(112,780)	(111,765)	1,015	1,000	(111,780)	Under budget-travel/training
Personnel	(22,250)	(16,333)	5,917	5,900	(16,350)	Under budget-employee recruiting and professional fees
Elections	(85,535)	(76,017)	9,518	9,500	(76,035)	Under budget-February primary election was not needed
Technology Services	(305,185)	(306,116)	(931)	(935)	(306,120)	
Other City Hall	(65,025)	(57,122)	7,903	7,900	(57,125)	Under budget-postage, office supplies, travel/training, City records maintenance
Finance	(501,505)	(505,991)	(4,486)	(4,490)	(505,995)	Over budget-increase in annual financial audit
Assessor	(34,800)	(33,336)	1,464	1,460	(33,340)	
Buildings & Facilities Maintenance	(445,985)	(447,673)	(1,688)	(1,700)	(447,685)	Over budget-personnel expenses
Misc & Insurance	(171,500)	(174,147)	(2,647)	(2,650)	(174,150)	Over budget-vehicle and general liability insurance expense higher than budget
TOTAL GENERAL GOVERNMENT	**$ (2,085,855)**	**$ (2,086,703)**	**$ (848)**	**$ (960)**	**$ (2,086,815)**	
PUBLIC SAFETY						
Police	(2,753,370)	(2,816,289)	(62,919)	(62,920)	(2,816,290)	Over budget-overtime due to staff turnover/hiring delays and more squad equipment setups in 2025
Fire	(1,273,120)	(1,160,933)	112,187	112,090	(1,161,030)	Under budget-staff turn over & hiring delays reduced personnel costs
Ambulance	(2,307,851)	(2,335,248)	(27,397)	(27,400)	(2,335,251)	Over budget-ambulance revenue increase results in an increase in professional services fees for ambulance billing
Public Fire Protection Fee	(23,000)	(24,744)	(1,744)	(1,745)	(24,745)	Over budget-budget was low for public fire protection fees on City owned properties
Building Inspection	(159,240)	(187,161)	(27,921)	(27,925)	(187,165)	$17,555 is demolition costs that are special assessed in 2026. Over budget-LTE personnel and workers comp expense $3,060, building inspection professional fees $5,000 and demolitions expenses $2,000
TOTAL PUBLIC SAFETY	**$ (6,516,581)**	**$ (6,524,375)**	**$ (7,794)**	**$ (7,900)**	**$ (6,524,481)**	
HEALTH & SOCIAL SERVICES						
Animal Control	(15,500)	(18,215)	(2,715)	(2,715)	(18,215)	Over budget-animal shelter intake fees
Pest Control	(9,000)	(9,119)	(119)	(120)	(9,120)	
Mt. Hope Cemetery	(66,950)	(66,950)	-	-	(66,950)	
TOTAL HEALTH & SOCIAL SERVICES	**$ (91,450)**	**$ (94,284)**	**$ (2,834)**	**$ (2,835)**	**$ (94,285)**	
PUBLIC WORKS						
Public Works	(1,879,136)	(1,806,400)	72,736	72,697	(1,806,439)	Under budget-$6,102 personnel costs. $25,204 contract services & utilities; $41,429 operating supplies & repairs and maintenance
Transportation	(37,080)	(37,080)	-		(37,080)	
Sanitation	(534,090)	(585,270)	(51,180)	(51,190)	(585,280)	Over budget-$11,451 personnel costs, contracted garbage pickup $31,580, spring and fall clean-ups $9,660 increase over 2024 clean-ups
TOTAL PUBLIC WORKS	**$ (2,450,306)**	**$ (2,428,750)**	**$ 21,556**	**$ 21,507**	**$ (2,428,799)**	

CITY OF ASHLAND **2025 PROPOSED BUDGET AMENDMENT**

SUMMARY WORKSHEET

	Approved 2025 Budget	2025 Preliminary	Preliminary Over/Under 2025 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment Notes
LEISURE ACTIVITIES						
Community Programs	(32,840)	(32,636)	204	200	(32,640)	
Parks	(377,331)	(343,186)	34,145	34,140	(343,191)	Under budget-$26,941 personnel, $5,616 water expense and $2,400 professional services
Recreation Programs (APR)	(348,200)	(349,912)	(1,712)	(1,715)	(349,915)	Over budget is credit card fees related to revenue
Municipal Band	(5,150)	(5,709)	(559)	(560)	(5,710)	Over budget by workers comp expense
TOTAL LEISURE ACTIVITIES	**$ (763,521)**	**$ (731,443)**	**$ 32,078**	**$ 32,065**	**$ (731,456)**	
CONSERVATION & DEVELOPMENT						
Planning and Development	(257,720)	(264,771)	(7,051)	(7,060)	(264,780)	Over budget-$800 personnel, $3,571 consulting services, $1650 Econ Devel contribution was under budgeted for, $1030 other operating supplies
TOTAL CONSERVATION & DEVELOPMENT	**$ (257,720)**	**$ (264,771)**	**$ (7,051)**	**$ (7,060)**	**$ (264,780)**	
Total General Fund Expenditures for Operation	**$ (12,165,433)**	**$ (12,130,326)**	**$ 35,107**	**$ 34,817**	**$ (12,130,616)**	
Total Uses of General Funds	**$ (13,023,222)**	**$ (13,033,475)**	**$ (10,253)**	**$ (10,570)**	**$ (13,033,792)**	
Net Revenue over(Expenditures)	**$ (0)**	**$ 303,377**	**$ 627,377**	**$ -**	**$ (0)**	

Transfers of General Fund-Fund Balance in 2025 for Prior Years Expenses

$ 303,377	**Net Revenue 2025**
$ (1,932)	**SR 240-241 CDBG Housing & Econ Development Funds-Prior years expenses not covered by CDBG funding**
$ (25,432)	**SR 246 - Home Improvement Programs-Prior year expense not covered by SDW grant for private water lateral replacements**
$ (3,350)	**CP 481 - Parks & Rec Prior year expense not covered by Bay City Creek project grant**
$ 272,663	**Net Increase in fund balance for 2025**

2025 Net Revenue	**$ 303,377**	**$ 627,377**
LESS Unexpected Revenues: Interest Income over budget	$ (107,676)	$ (107,676)
Ambulance fees over budget	$ (643,977)	$ (643,977)
Net Expenses after unexpected revenues	**$ (448,276)**	**$ (124,276)**
Apply fund balance as budgeted	*$ 324,000*	*$ -*
Net Expenses after applying fund balance	$ (124,276)	$ (124,276)
All other 2025 revenues under budget	$ 114,023	$ 114,023
Total uses over budget	$ 10,253	$ 10,253
	$ 124,276	$ 124,276

CITY OF ASHLAND
2025 PROPOSED BUDGET AMENDMENT
GENERAL FUND REVENUES

ACCOUNT DESCRIPTION			Approved 2025 Budget	2025 Preliminary	Preliminary Over (Under) 2025 Budget	Proposed Budget Adjustment	Proposed Amended Budget	Budget Amendment & Budget to Actual Notes
TAXES								
100	41110	GENERAL PROPERTY TAXES	2,884,590	2,885,169	579	0	2,884,590	
100	41140	MOBILE HOME TAXES	25,000	27,483	2,483	0	25,000	
100	41210	MOTEL/HOTEL TAXES	10,800	11,967	1,167	0	10,800	
100	41222	SALES TAX - CITY SHARE	140	301	161	0	140	
100	41310	TAXES - WATER UTILITY PILOT	347,500	339,330	(8,170)	0	347,500	Council set limit to the water utility PILOT at $347,500; PSC allowable $339,330
100	41320	TAXES - TAX EXEMPT PILOT	57,000	43,457	(13,543)	0	57,000	
100	41800	PENALTIES ON DELINQUENT TAXES-PP	1,000	1,368	368	0	1,000	
100	41810	PENALTIES ON DELINQUENT TAXES-Utilities	3,000	19,225	16,225	0	3,000	
TOTAL TAXES:			**3,329,030**	**3,328,300**	**(730)**	**0**	**3,329,030**	
SPECIAL ASSESSMENTS								
100	42000	SPECIAL ASSESSMENTS	0	0	0	0	0	
TOTAL SPECIAL ASSESSMENTS:			**0**	**0**	**0**	**0**	**0**	
INTERGOVERNMENTAL								
100	43410	SHARED REVENUES	4,661,990	4,717,728	55,738	0	4,661,990	Ambulance medical transport historically listed in shared revenue DOR letter
100	43411	EXPENDITURE RESTRAINT	145,910	145,910	0	0	145,910	
100	43412	EXEMPT COMPUTER AID	18,530	21,037	2,507	0	18,530	
100	43413	PERSONAL PROPERTY TAX AID	154,760	154,759	(1)	0	154,760	
100	41314	VIDEO SERVICE PROVEDER AID	18,533	18,533	0	0	18,533	
100	43420	STATE FIRE DUES	27,500	33,084	5,584	0	27,500	
100	43529	OTHER PUBLIC REVENUE	50,000	0	(50,000)	0	50,000	Ambulance medical transport not separately listed in shared revenue DOR letter
100	43531	STATE GENERAL TRANS AID	658,110	649,820	(8,290)	0	658,110	
100	43530	STATE GRANT REVENUE	0	12	12	0	0	
100	43533	STATE CONNECTING HWY AID	94,010	109,274	15,264	0	94,010	
100	43610	PAYMENT FOR MUNICIPAL SERVICE	13,780	12,887	(893)	0	13,780	
100	43799	OTHER LOCAL GOVT GRANTS	0	0	0	0	0	
TOTAL INTERGOVERNMENTAL:			**5,843,123**	**5,863,044**	**19,921**	**0**	**5,843,123**	
LICENSES & PERMITS								
100	44100	LICENSES - BUSINESS & OCCUPATIONAL	30,500	31,785	1,285	0	30,500	
100	44110	CABLE FRANCHISE FEE	77,000	63,267	(13,733)	0	77,000	
100	44200	LICENSES - NON BUSINESS	5	5	0	0	5	
100	44300	BUILDING & STREET-CUT PERMITS	60,000	56,677	(3,323)	0	60,000	
100	44400	ZONING PERMITS & FEES	4,000	7,375	3,375	0	4,000	
TOTAL LICENSES & PERMITS:			**171,505**	**159,109**	**(12,396)**	**0**	**171,505**	
FINES, FORFEITS & PENALTIES								
100	45100	LAW & ORDINANCE VIOLATIONS	16,000	12,881	(3,119)	0	16,000	
TOTAL FINES, FORFEITS & PENALTIES:			**16,000**	**12,881**	**(3,119)**	**0**	**16,000**	
PUBLIC CHARGES FOR SERVICES								
100	46100	OTHER REVENUES - GENERAL GOVT	12,500	12,836	336	0	12,500	
100	46210	POLICE SERVICES	4,000	3,605	(395)	0	4,000	
100	46220	FIRE PROTECTION FEES	1,000	1,145	145	0	1,000	
100	46230	AMBULANCE/EMS FEES	1,100,000	1,743,977	643,977	0	1,100,000	Includes new State Medicaid reimbursement revenue for 2023 $128,055 and 2024 $143,483 - both received in 2025. Balance of the overage is ambulance fees $372,439 of which $246,000 is due to under budgeting this revenue.
100	46231	AMB PROTECTION FEES	23,500	30,564	7,064	0	23,500	
100	46290	SPECIAL CHARGES	6,100	310	(5,790)	0	6,100	
100	46310	PUBLIC WORKS CHARGES	50,000	34,695	(15,305)	0	50,000	
100	46330	PARKING RENT & FINES	10,000	14,827	4,827	0	10,000	

CITY OF ASHLAND
2025 PROPOSED BUDGET AMENDMENT
GENERAL FUND REVENUES

ACCOUNT DESCRIPTION			Approved 2025	2025	Preliminary Over (Under)	Proposed Budget	Proposed Amended	Budget Amendment & Budget to Actual Notes
PUBLIC CHARGES FOR SERVICES Cont.								
100	46420	REFUSE/GARBAGE COLLECTION FEES	359,000	371,775	12,775	0	359,000	
100	46421	RECYCLING FEES	149,600	142,520	(7,080)	0	149,600	
100	46440	WEED/NUISANCE CONTROL	5,000	1,300	(3,700)	0	5,000	
100	46510	ANIMAL CONTROL FEES	3,600	3,032	(568)	0	3,600	
100	46720	PARKS REVENUE	160,000	152,706	(7,294)	0	160,000	
100	46721	PW FUEL TAX REFUND	2,850	2,720	(130)	0	2,850	
100	46722	PW ADMIN FEE	3,500	3,592	92	0	3,500	
100	46755	LEISURE PROGRAMS & REC FEES	93,000	107,244	14,244	0	93,000	
TOTAL PUBLIC CHARGES:			**1,983,650**	**2,626,848**	**643,198**	**0**	**1,983,650**	
INTERGOVERNMENTAL CHARGES FOR SERVICES								
100	47322	POLICE SERVICES TO OTHER GVNTS	0	3,534	3,534	0	0	
100	47323	FIRE- TOWNSHIP CONTRACTS	148,950	149,998	1,048	0	148,950	
100	47324	AMBULANCE - TOWNSHIP CONTRACTS	370,064	370,063	(1)	0	370,064	
100	47325	AMBULANCE SERVICES TO OTHER GVNTS	0	5,606	5,606	0	0	
100	47401	UTILITY COST SHARE	240,000	290,666	50,666	0	240,000	Increase in audit expense for utilities and increase in staff time spent on utilities
100	47403	AIRPORT ADMIN REIMBURSEMENT	8,000	8,000	0	0	8,000	
100	47405	CHARGES TO LIBRARY	40,000	0	(40,000)	0	40,000	
TOTAL INTERGOVERNMENTAL CHARGES:			**807,014**	**827,867**	**20,853**	**0**	**807,014**	
MISCELLANEOUS REVENUES								
100	48110	INTEREST ON CASH & INVESTMENTS	68,000	175,676	107,676	10,570	78,570	Treasurer had better interest rates for the City's investing options
100	48200	PROPERTY RENTS & LEASES	30,000	4,372	(25,628)	0	30,000	
100	48440	INS CLAIMS REIMB - OTHER	0	323	323	0	0	
100	48500	GENERAL DONATIONS & GIFTS	1,000	0	(1,000)	0	1,000	
100	48900	WORKERS COMP WAGE REIMB	2,000	15,063	13,063	0	2,000	
100	48901	MISCELLANEOUS	4,150	7,704	3,554	0	4,150	
100	48910	INSURANCE DIVIDENDS	24,500	23,665	(835)	0	24,500	
TOTAL MISCELLANEOUS:			**129,650**	**226,803**	**97,153**	**10,570**	**140,220**	
OTHER FINANCING SOURCES & TRANSFERS								
100	49220	TRANS FROM SPEC REVENUE	2,800	0	(2,800)	0	2,800	
100	49240	TRANS FROM CAPITAL PROJ (Waterfront)	30,000	30,000	0	0	30,000	
100	49260	TRANS FROM ENTERPRISE	0	0	0	0	0	
100	49270	TRANS FROM INTERNAL SERVICE FUND	124,450	0	(124,450)	0	124,450	
100	49300	FUND BALANCES APPLIED	0	0	0	0	0	
TOTAL OTHER FIN. SOURCES:			**157,250**	**30,000**	**(127,250)**	**0**	**157,250**	
TOTAL GENERAL FUND REVENUES:			**12,437,222**	**13,074,852**	**637,630**	**10,570**	**12,447,792**	
Non Property Tax GF Revenues			**9,552,632**	**10,189,683**	**637,051**	**10,570**	**9,563,202**	

City of Ashland

2025 Special Revenue Funds - Budget Summary

Fund Name	Fund	Estimated Fund Balance Jan 1, 2025	Tax Levy	General Fund Transfers In	Spec Rev Cap Proj Transfers In	Other Revenue	Total Revenues	Expenditures	Transfer out to Debt Service	Transfer out to Spec Rev Cap Proj	Total Expenditures	Estimated Fund Balance Dec 31, 2025	Notes
Library Donations	214	48,784	0	0	77,712	97,585	175,297	154,087	0	0	154,087	69,994	State statute & Donor restricted; includes grants and fundraising for renovation project; 2025 rent expense for temporary library location during renovation of $132,000
Library Operations	215	94,897	0	312,000	0	148,793	460,793	450,571	0	0	450,571	105,119	State statute - restricted
Insurance Loss Deductible	229	336,778	0	0	0	34,938	34,938	37,801	0	0	37,801	333,915	Restricted-City's insurance claims deductible. Includes Bay View Pier settlement proceeds.
State Hazmat Contract	230	0	0	0	0	35,185	35,185	35,185		0	35,185	0	State Grant- Training/equipment/hazmat calls
Police Programs	233	142,678	0	0	0	18,602	18,602	21,865	0	0	21,865	139,415	Grant & Donor - restricted - K-9 program; training; equipment
Revolving Loan Fund - Housing	240	71,436	0	1,784	0	40,714	42,498	90,110	0	0	90,110	23,824	State grant restricted; DOA close-out of program in 2026
Revolving Loan Fund - Economic	241	(148)	0	148	0	10,822	10,970	10,822	0	0	10,822	0	DOA Program Close-Out in 2021 - payments received by the City are forwarded to DOA
Comprehensive Planning/ Community Development	245	109,613	0	61,675	0	331,989	393,664	223,201	9,006	264,245	496,452	6,825	Sustainability initiatives; downtown streetscape; Farmers Market operations & City events. Balance of ARPA funding was expended in 2025
Home Improvement Progra	246	(24,801)	0	36,654	0	295,239	331,893	324,321	0	0	324,321	(17,229)	Donor restricted & private water lead service lateral replacement program
Breakwall Maintenance	250	562,224	0	0	0	15,347	15,347	0	0	0	0	577,571	Fund balance includes an advance of funds to TID #10 for improvement program; TID #10 will repay with interest over 15 years
City-wide recycling	260	8,101	0	142,520	0	57,314	199,834	163,042	0	0	163,042	44,893	State Grant $56,980 restricted
BCC Teen Center	272	74,692	0	0	0	85,098	85,098	47,502	0	0	47,502	112,288	Grant/Donor restricted; Scholarships for BCC programs
Community Imprv (Beautification)	274	2,285	0	0	1,745	2,060	3,805	3,725	0	0	3,725	2,365	Donor restricted - downtown flowers & beautification committee
Tax Increment #10 (Main St W Area)	280	(162,091)	55,030	0	0	114,380	169,410	3,732	75,473	81,100	160,305	(152,986)	State restricted-Transfer balance of tax increment to TID# 10 Capital Projects fund for future development costs
Tax Increment #11 (Beaser Ave)	284	0	0	0	0	0	0	0	0	0	0	0	State restricted-created 2025. First tax increment to be received in 2027.
Totals		1,264,448	55,030	554,781	79,457	1,288,066	1,977,334	1,565,964	84,479	345,345	1,995,788	1,245,994	

City of Ashland
2025 Debt Service Funds -Budget Summary

Fund Name	Fund #	Estimated Fund Balance Jan 1, 2025	Tax Levy	Transfers In	Other Revenue	Total Revenues	Principal	Interest	Fees	Applied to Debt Payments	Total Expenditures	Estimated Fund Balance Dec 31, 2025	**Notes**
2007 Safe Drinking Water Loan-Street Portion-Turner Road	310	859	13,310	0	0	13,310	12,840	463	0	0	13,303	866	Year 2027 final pmt
GO Promissory Note 2023	331	0	127,875	0	0	127,875	20,000	107,375	500	0	127,875	0	Year 2034 final pmt
GO Notes 2024A	332	127,093	280,000	102,373	6,376	388,749	315,000	200,142	400	0	515,542	300	Year 2054 final pmt
GO Bonds 2015A - 4/01/2015	362	-102	530,031	0	0	430,031	355,000	74,481	575	0	430,056	-127	Year 2035 final pmt
GO Promissory Note 2015B	363	67	130,289	0	0	130,289	126,941	3,288	0	0	130,229	127	Year 2025 final pmt
GO Promissory Note 2020C	366	102	495,500	0	0	495,500	400,000	95,500	0	0	495,500	102	Year 2030 balloon payment
GO Promissory Note 2017B	367	30	197,673	0	0	197,673	185,000	12,173	500	0	197,673	30	Year 2027 final pmt
State Trust Fund Loan TID# 10	392	0	0	75,473	0	75,473	64,515	10,958	0	0	75,473	0	Year 2028 final pmt
State Trust Fund Loan - AADC pass-thru	392	0	0	9,006	0	9,006	7,322	1,684	0	0	9,006	0	Revenue from AADC for Solar Array - 2022
Funds for Levelizing Annual Debt Levy	395	212,600	0	0	0	0	0	0	0	102,373	102,373	110,227	For future levelizing of annual debt pmts
Totals - Long-Term Debt		**340,649**	**1,774,678**	**186,852**	**6,376**	**1,867,906**	**1,486,618**	**506,064**	**1,975**	**102,373**	**2,097,030**	**111,525**	Fund balance includes a

Dec 2024 One Yr Loan for 2025 General Operation	371	151	265,230	0	0	265,230	262,000	2,511	0	0	264,511	870	Due Dec 2025 (Early pmt after 60 days)
Total One Year Debt		**151**	**265,230**	**0**	**0**	**265,230**	**262,000**	**2,511**	**0**	**0**	**264,511**	**870**	

City of Ashland

2025 Capital Project Funds - Budget Summary

Fund Name	Fund #	Estimated Fund Balance Jan 1, 2025	General Fund Transfers In	Cap Proj Special Revenue Transfers In	Other Revenue	Total Revenues	Expenditures	Transfers out to other funds	Total Expenditures	Estimated Fund Balance Dec 31, 2025	Notes
TID #10 (Main St W area)	414	124,103	0	81,100	3,519	84,619	35,439	0	35,439	173,283	Expenditure period ends 5/30/2039 (RESTRICTED) Development agreement expense in 2025
Public Transportation	415	22,000	0	0	0	0	0	0	0	22,000	Restricted-BART transportation capital
TID #11 (Beaser Ave)	416	0	0	0	0	0	14,882	0	14,882	(14,882)	Expenditure period ends 4/15/2047 (RESTRICTED) Expense for TID creation in 2025
Building Facilities Fund	450	4,157,604	0	0	3,102,695	3,102,695	6,708,466	77,712	6,786,178	474,121	Library building renovation project; Baron property renovation
Waterfront Development	453	561,052	0	0	174,165	174,165	0	170,710	170,710	564,507	Restricted - Room Tax Revenue Fund for Waterfront parks/trails improvements.
Equipment Leases	454	23,655	15,500	21,512	0	37,012	60,567	0	60,567	100	Vehicle leases - City Hall (1) & Public Works (6)
Land Sales	455	(80,473)	0	0	19,544	19,544	0	0	0	(60,929)	Future land sales to recover costs
Public Works Capital	460	75,632	50,000	0	28,772	78,772	178,030	21,512	199,542	(45,138)	Equipment purchases - lawn mower & salt truck partial payment to be covered by 2025 GO notes
Fire Department Capital	461	95,728	100,504	0	112,903	213,407	165,489	0	165,489	143,646	Restricted donations/Grants; Equipment-Engine 5 tank replacement and ambulance down payment-AFG grant from 2024; one lease vehicle
Police Department Capital	462	0	50,000	0	49,209	99,209	91,665	0	91,665	7,544	Police vehicle leases (11) and equipment. $49,209 of revenue is leased vehicle sales (4)
Technology Capital Equipmen	463	61,190	30,500	0	0	30,500	22,500	0	22,500	69,190	Technology software/hardware; CivicPlus permitting software purchased in 2025
Capital Street Improvement including storm	470	1,361,465	0	0	123,952	123,952	1,245,358	0	1,245,358	240,059	Street, storm water, sidewalks capital projects
Sidewalk Improvement including special assessments	471	129,990	0	0	41,026	41,026	0	0	0	171,016	Sidewalk Special Assessments and Capital Projects; Future sidewalk improvements
Urban Forestry	480	(24,260)	10,000	0	0	10,000	25,271	0	25,271	(39,531)	Restricted forestry grants; 2024 and 2025 grant reimbursements to be received in 2026
Parks and Recs Improvement	481	(72,242)	18,350	403,210	220,613	642,173	758,203	0	758,203	(188,272)	Grant & Donor restricted; Parks master plan & outdoor plan; park improvements; Kreher park bath house & boat launch
Landfill Improvement	491	49,083	5,000	0	0	5,000	0	0	0	54,083	Equipment replacement and site improvements
Total Capital Project Funds		6,484,527	279,854	505,822	3,876,398	4,662,074	9,305,870	269,934	9,575,804	1,570,797	

City of Ashland

2025 Enterprise and Internal Service Funds - Budget Summary

Fund Name	Fund #	Estimated Fund Balance Jan 1, 2025	CIAC	General Fund Transfers In	Appropriate Fund Balance - City portion	Other Revenue	Total Revenues	Expenditures	Interest	Transfer to General Fund	Depreciation	Total Expenditures	Estimated Fund Balance Dec 31, 2025
(NOT AMENDING ENTERPRISE FUNDS BUDGETS - SHOWN AS APPROVED BY COUNCIL AND COMMISSIONS)													
Enterprise Funds:													
Airport	610	2,194,415	0	64,885	0	272,305	337,190	287,190	0	0	156,000	443,190	2,088,415
Marina	620	2,667,760	0	0	0	255,530	255,530	212,050	7,123	0	82,000	301,173	2,622,117
Water	680	12,520,077	1,100,000	0	0	2,818,678	3,918,678	1,892,816	198,549	0	507,000	2,598,365	13,840,390
Sewer	690	15,190,001	250,000			2,323,504	2,573,504	1,867,634	60,000		845,000	2,772,634	14,990,871
Total Enterprise		32,572,253	1,350,000	64,885	0	5,670,017	7,084,902	4,259,690	265,672	0	1,590,000	6,115,362	33,541,793
							7,084,902					6,115,362	
Internal Service Funds:													
Flex/Dental/EE Benefits	723	442,600	0	0	0	168,387	168,387	128,658	0	0	0	128,658	482,329
Retirement Benefits	750	25,560	0	34,343	0	224	34,567	60,127	0	0	0	60,127	0
Total Internal Service		468,160	0	34,343	0	168,611	202,954	188,785	0	0	0	188,785	482,329
							202,954					188,785	482,329

CITY OF ASHLAND

GENERAL FUND BALANCE COMPONENTS AS OF DECEMBER 31, 2025 ESTIMATE

CHANGES IN TOTAL GENERAL FUND BALANCE	2025 Estimate	2024 Final
Total Fund Balance January 1	$ 4,469,993	$ 4,124,058
General Fund 100 - Annual net revenue or (net expense) **Note: audit combines funds 100 & 750**	272,663	349,051
Fund 750 Employee retirements/benefits use of fund balance	(25,562)	(3,116)
Total Fund Balance December 31	**$ 4,717,094**	**$ 4,469,993**

GENERAL FUND BALANCE COMPONENTS

FUND BALANCE NOT AVAILABLE FOR USE:		
DELINQUENT PERSONAL PROPERTY TAX	5,038	11,656
DELINQUENT UTILITY CHARGES	49,557	38,272
PREPAID ITEMS/INVENTORY/MISC	48,396	31,501
TOTAL FUND BALANCE NOT AVAILABLE FOR USE	**$ 102,991**	**$ 81,429**
Percent of Total Fund Balance	**2.18%**	**1.82%**
SPENDABLE:		
FUND BALANCE AVAILABLE FOR USE - UNRESTRICTED	**$ 4,614,103**	**$ 4,388,564**
Percent of Total Fund Balance	**97.82%**	**98.18%**
TOTAL GENERAL FUND BALANCE	**$ 4,717,094**	**$ 4,469,993**

TOTAL MINIMUM FUND BALANCE CALCULATION	**2026**	**2025**
Budget - Total Uses of General Funds	**$ (13,733,490)**	**$ (13,023,222)**
Minimum Fund Balance = **30%** of total uses	(4,120,047)	(3,906,967)
Unrestricted Fund Balance (Spendable)	4,614,103	4,388,564
Unrestricted Fund Balance over minimum	**$ 494,056**	**$ 481,597**
Assigned fund balance to budget	(400,000)	(324,000)
Fund Balance Available	**$ 94,056**	**$ 157,597**

Ref: 2026-163 **COUNCIL AGENDA: 8.B.**
(9/8/2026)

SUBJECT: **Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Clean Water Loan Program (CWLP) for the SFY2027 Sewer Replacement - 16th Street East to 20th Street East Project *(Public Works Department)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

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

EXHIBITS: 1. Proposed Resolution No. 17887

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

In 2027, the Ashland Wastewater Utility will be completing the replacement of sewer main between 16th Street East to 20th Street East. In determining the sewer main replacement project, staff reviewed historical data of documented sewer main backups throughout the City. It was determined that the number of events and severity of backups occurring at this main warranted scheduling its replacement. The Utility estimates the cost of construction for this project to be $490,000, with bids to be sought in Spring 2027.

Funding for this project is being sought through the Wisconsin Clean Water Fund Loan Program, whose applications for 2027 funding are due September 30th, 2026. As Committee of the Whole, Council approved a draft resolution to ensure for the timely submission of the application and for budgetary purposes.

RESOLUTION No. 17887

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN CLEAN WATER LOAN PROGRAM (CWLP) FOR THE SFY2027 SEWER REPLACEMENT – 16TH STREET EAST TO 20TH STREET EAST PROJECT

WHEREAS, the City of Ashland, Wisconsin intends to file an application for state financial assistance for the replacement sanitary sewer infrastructure in the "Treetop Area" between 16th Street East and 20th Street East, WDNR Project Number 4525-30, (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the City of Ashland expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to August 2026, the City of Ashland Common Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City of Ashland to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

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

Section 1) Expenditure of Funds. The City of Ashland City Council shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Ashland City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of $500,000 for the replacement of sanitary sewer infrastructure; and

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City of Ashland pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

City of Ashland, Ashland County, Wisconsin

APPROVED: September 8, 2026

____
Charles Ortman, Council President

ATTEST:

____
Denise Oliphant, City Clerk

____
Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

____
Tyler Wickman, City Attorney

Ref: 2026-164	**COUNCIL AGENDA: 8.C.** **(9/8/2026)**

SUBJECT: **Agreement for Professional Services between the City of Ashland and Short Elliott Hendrickson, Inc. for Application and Administration of the Waste Water Treatment Plant (WWTP) Phase I Improvements Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN:	Public Works
CLEARANCES:	Public Works Administrator The Council as Committee of the Whole previously discussed and approved for this item to move forward to the Council for formal approval.
EXHIBITS:	1. Proposed Agreement for Professional Services
EXPENDITURES REQUIRED:	$ 6,500 Phase 1-Application for Clean Water Fund Loan $14,950 Phase 2-Administration of Clean Water Fund Loan. *Phase 2 would only occur if the application is approved by WIDNR.* **$21,450 Total**
AMOUNT BUDGETED:	$0
APPROPRIATION REQUIRED:	$21,450 Sewer Utility - Amount to be recovered through CWFL.
TREASURER'S CERTIFICATE:	The Treasurer's Office has certified that Short Elliott Hendrickson, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The 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:

Since going online in 1991, many of the components of our Wastewater Treatment Plant (WWTP) are still original and beyond its useful life. Staff have identified these components and created four separate phases of improvements: Phase 1-Digestor; Phase 2-Headworks, Phase 3-Sludge Handling and Phase 4-Press & Admin. The phases will be completed over the next several years, with Phase 1 scheduled for 2027.

Phase 1-Digestor includes replacing blowers, updating controls for automated operation of aeration system, updating air piping, replacing submersible mixing pump and guide rails, and installing a staircase.

Funding for this project is being sought from the Wisconsin Clean Water Fund Loan Program (CWFLP). We are requesting approval to enter into an agreement for professional services with Short Elliott and Hendrickson Inc. (SEH) to ensure application completeness and submission by the September 30, 2026 deadline for SFY2027. SEH has been utilized in the past for several other projects and loans and are knowledgeable of our projects as well as our processes.

Agreement for Professional Services

This Agreement is effective as of September 8, 2026, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **SFY27 CWF Application & Administration - WWTP Phase I Improvements**

Client's Authorized Representative: Megan Erickson
Address: 2020 6th Street East, Ashland, Wisconsin 54806, United States
Telephone: 715.682.7057 **Email:** merickson@coawi.org

Project Manager: Brea Grace
Address: 326 South Main Street, Rice Lake, Wisconsin 54868
Telephone: 608.977.0002 **Email:** bgrace@sehinc.com

Project Understanding:
Consultant understands that the Client would like to apply to the Wisconsin Department of Natural Resources (WDNR) Clean Water Fund (CWF) Loan Program to assist with financing WWTP Phase I Improvements – (Digestor). This agreement covers the CWF loan application and administration.

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 01.01.26), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Task 1 - Clean Water Fund (CWF) Application

1. Work with Client to determine the scope of the project for CWF application submittal.
2. Assemble required documentation with the Client Staff, Financial Advisor, Bond Counsel, Engineer, Attorney, and other professionals as required to complete the CWF application.
3. Complete the Financial Assistance Application to WDNR through the electronic filing system.
4. Coordinate with Client and submit necessary financial documentation.
5. Coordinate with the Engineer and submit necessary plans, specifications, and engineering report.
6. Submit required documentation for Disadvantaged Business Enterprise (DBE), American Iron and Steel (AIS) / Build America/Buy America (BABA compliance, along with Green Project Reserve certification.
7. Complete and re-submit, as needed, project's Intent to Apply (ITA) and Priority Evaluation and Ranking Form (PERF) prior to annual deadline (previously October 31st but changing by WDNR for SFY28).

Task 2 - CWF Loan Administration

1. Assist Client with Loan Closing. Coordinate loan closing between the Client, WDNR and Department of Administration (DOA), including review and finalization of the Financial Assistance Agreement (FAA).
2. Establish and maintain general project documentation and administration. Set up a complete set of file folders and project documentation files that meet WDNR requirements.
3. Financial Management.
   a. Assist with first reimbursement request for submittal to WDNR (WDNR Form 8700-215).
   b. Assist client with obtaining USDA consent and establishing parity between the CWF loan and existing USDA loans.
4. Coordinate with Project Engineer to complete Design Life Calculation Worksheet, as needed.
5. Coordinate with Project Engineer to complete CWF Cost and Effectiveness Certification (WDNR Form 8700-375).

6. Coordinate with Client and Client's attorney on legal opinion regarding land ownership/easement control of real property where project is located.
7. Assist Client with Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) requirements
   a. Provide language for solicitation of DBE's.
   b. Review bidding documents and provide language for federal and state requirements and forms.
   c. Establish and keep a list of bidders.
   d. Assist with completion of WDNR Forms: DBE Good Faith Certification (8700-294), DBE Contacts Worksheet (8700-294a), and Contract Utilization of DBEs (8700-257).
8. Assist Client with Force Account Certification (WDNR form 8700-245).
9. Assist Client in documenting compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) Act Compliance. Completion of WDNR AIS/BABA Certification Form 8700-0202.
10. Assist Client with Green Project Reserve documentation and completion of WDNR Form 8700-357.
11. Assist Client with Davis Bacon Wage Rate Requirements.
    a. Insert proper Davis Bacon Wage Rates in bid documents.
    b. Assist with Davis Bacon compliance requirements.
    c. Review payrolls on a weekly basis.
    d. Document payroll violations.
    e. Work with contractor to correct wage underpayments (if applicable).
12. Include required Bipartisan Infrastructure Law (BIL) / Investing in America signage requirement in bidding documents, and coordinate compliance with contractor.
13. Close Out. Complete Close out documentation and WDNR Project Acceptance Certification (8700-280). Schedule and participate in WDNR monitoring visit (if required by WDNR).

The fee for Task 2 - CWF Loan Administration is based on a *construction period of up to 6 months requiring one bid package, with a single general contractor. This also assumes SEH is performing Construction Engineering for the project. If this changes, then the scope, schedule and/or fee will need to be adjusted.*

Work to be Completed by Client: The following tasks are planned to be completed by the Client:
1. Adoption of Reimbursement Resolution.
2. Financial Management.
   a. Complete reimbursement requests for submittal to WDNR (WDNR Form 8700-215).
   b. Maintain required records.
   c. Complete final reporting and loan close-out.

Additional Services: These services are not included in the estimated fee. If requested by the Client, Consultant will complete them on a time and materials basis at Consultant's current rates.
1. **Detailed Historical/Archeological Review:** This section applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. Projects that are determined to impact historic or potentially historic properties or are located in historic districts may have a higher standard of review. This may include documentation of compliance with 36 CFR Part 800, Protection of Historic Properties (also known as Section 106 Compliance). This is in addition to any local ordinance compliance with the Client's Municipal Code or other requirements associated with development in the historic districts.
2. **Detailed Floodplain/Wetland Review:** This applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. If portions of this project occur in an area identified as flood hazard areas, further study will be required, and documentation provided as an additional service.
3. **Publication of Notices:** Required by the grant application or administration process: Publishing arrangements and all costs associated with any required public notices shall be a direct expense of the Client.

4. **Accounting, Financial Advisor, Bond Counsel or Legal fees** that may be required as part of the grant application, utility rate increase process, or administration process.
5. **Labor Standards**: As of the time of this contract, field interviews to determine compliance with Federal Labor Standards is not required by DNR Should such requirements change, or should there be evidence of failure by contractor(s) to comply with wage requirements and field interviews are required, Consultant will complete said interviews as an additional service.
6. **Build America, Buy America (BABA)**: As of the time of this contract, this project is not deemed to be a federal equivalency project, therefore is not required to comply with BABA for the purchase of products and construction materials. Should this project be determined to require federal equivalency, additional work will be required.
7. **Federal Equivalency**: As of the time of this contract, this project is not deemed to be a federal equivalency project, therefore is not required to comply with BABA for the purchase of products and construction materials. Should this project be determined to require federal equivalency, additional work will be required.

Schedule: Our services will begin promptly upon the approval of this agreement. Task 1 will be complete by September 30, 2026 to meet the WDNR CWF application deadline. Task 2 to include additional coordination for the submittal of required documents through loan closing. WDNR CWF Administration is ongoing during construction and will be completed approximately 90-days after final construction. If there are delays in the Project that are beyond Consultant's control, Client agrees to grant additional time to complete the services.

Payment:
Task 1: The fee is hourly estimated to be $6,500 including expenses and equipment.
Task 2: The fee is hourly estimated to be $14,950 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

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

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

Short Elliott Hendrickson Inc.		**City of Ashland**	
By:	______________________	By:	______________________
Full Name:	Daniel A. Penzkover, PE (WI)	Full Name:	______________________
Title:	Client Service Manager	Title:	______________________

Exhibit A-1

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

1. Transportation and travel expenses.

2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.

3. Lodging and meal expense connected with the Project.

4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.

5. Plots, Reports, plan and specification reproduction expenses.

6. Postage, handling and delivery.

7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.

8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.

9. All taxes levied on professional services and on reimbursable expenses.

10. Other special expenses required in connection with the Project.

11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant's standard rates.
3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification, guarantee, or warranty.

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work. Site Safety is the responsibility of the contractor.

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) $500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional $500,000 of liability, up to a maximum limit of $5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.
2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

Ref: 2026-165 | **COUNCIL AGENDA: 8.D. (9/8/2026)**

SUBJECT: **Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Clean Water Loan Program (CWLP) for the SFY2027 Wastewater Treatment Plant Upgrades Phase I Improvements Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

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

EXHIBITS: 1. Proposed Resolution No. 17888

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

In 2027, the Ashland Wastewater Utility will be completing Phase 1 of the Wastewater Treatment Plant Improvements. The Utility estimates the cost to be $1,650,000.

Funding for this project is being sought through the Wisconsin Clean Water Fund Loan Program (CWFL), whose applications for 2027 funding are due September 30, 2026. We are requesting to bring a Resolution to Council for approval prior to the deadline to ensure timely submission of the application and for budgetary purposes.

RESOLUTION No. 17888

<u>RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN CLEAN WATER LOAN PROGRAM (CWLP) FOR THE SFY2027 WASTEWATER TREATMENT PLANT UPGRADES PHASE I IMPROVEMENTS PROJECT.</u>

WHEREAS, the City of Ashland, Wisconsin intends to file an application for state financial assistance for the WWTP Improvements (Phase 1) project, WDNR Project Number 4525-27, (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the City of Ashland expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to August 2026, the City of Ashland Common Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City of Ashland to advance monies from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

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

<u>Section 1) Expenditure of Funds</u>. The City of Ashland City Council shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

<u>Section 2) Declaration of Official Intent</u>. The City of Ashland City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed an estimated amount of $2,100,000 for the wastewater treatment plant Phase 1 (digestor upgrades) efforts.

<u>Section 3) Unavailability of Long-Term Funds</u>. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City of Ashland pursuant to its budget or financial policies.

<u>Section 4) Public Availability of Official Intent Resolution</u>. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

City of Ashland, Ashland County, Wisconsin

APPROVED: September 8, 2026

____
Charles Ortman, Council President

ATTEST:

________________________________	________________________________
Denise Oliphant, City Clerk	Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

____
Tyler Wickman, City Attorney