



Take notice that a meeting of the Ashland City Council will be held on Tuesday, July 25, 2023 in- person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually. Meeting will begin at 6:00 PM to consider and act upon the following agenda.

To join the meeting from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, July 25, 2023 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. **July 11, 2023 City Council and Committee of the Whole Meeting Minutes**

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. **Presentation from Kathy Beeksma, Executive Director of Ashland Housing Authority**
- B. **Announcements**
- C. **Appointments**

6. CONSENT AGENDA

- A. **Approve the Ashland Fire Department to Accept a Wisconsin Department of Natural Resources (WDNR) Forest Fire Protection (FFP) Reimbursement Grant Award (Fire Department)**
- B. **Miscellaneous Minutes**

7. OLD BUSINESS

- A. **Approve a Grant Agreement between the State of Wisconsin Department of Administration Wisconsin Coastal Management Program and the City of**



Ashland to Assist in the Creation of the City of Ashland Parks Master Plan (*Parks & Recreation*) Roll

- B. **Approval of the Amended Sidewalk Special Assessment Policy for the Levy of Assessments (*Public Works*) Voice**
- C. **Approve an Ordinance to Amend Chapter 705 (1415) Water Utility Rules, Rates, and Regulations, Ashland City Ordinances (*Public Works*) Roll**
- D. **Approve an Ordinance to Amend Chapter 711 (1525) Ordinance for a POTW and Collection System, Ashland City Ordinances (*Public Works*) Roll**
- E. **Approve a Revised Request for Proposal for Professional Services Agreement with Right of Way Professionals, Inc. for Real Estate Acquisition Services for the 2024 Prentice Avenue, Phase 1 Reconstruction Project (*Public Works*) Roll**

8. NEW BUSINESS

- A. **Award a Bid to Contract for Repair of 514 Main Street West Building (*Administrator*) Roll**
- B. **Approve a Lighting Improvement Grant Program Agreement with Copper Pasty, 417 Main Street West (*Main Street Manager*) Voice**
- C. **Approve an Ordinance to Create Chapter 479 (2023-1988) Annexation of the North Right of Way of County Highway K, Town of Gingles, Ashland County, Ashland City Ordinances (*City Attorney*) Roll**
- D. **Approve a Resolution to Declare Condition of Suspended Sidewalk at 514 Main Street West an Emergency per Wisconsin State Statute 62.15(1b) (*Public Works*) Roll**
- E. **Approve a Resolution to Issue a Conditional Use Permit (CUP) to Allow for Increased Sign Height and Area at 1716 Lake Shore Drive West, Ashland, Parcel No. #201-00099-0000, Zoned City Center (CC) with Gateway Overlay (GTWY-O), Applicant: Ashland Area Chamber of Commerce (*Planning & Development*) Roll**

9. CLOSED SESSION - Council may return to Open Session and take action on any item discussed during Closed Session

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

10. ADJOURNMENT

Ashland City Council Meeting
Tuesday, July 25, 2023 – 6:00 PM
601 Main Street W. Ashland WI 54806



The CITY of
ASHLAND
WISCONSIN

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.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

MEETING MINUTES

ASHLAND CITY COUNCIL **Tuesday, July 11, 2023 – 6:00 PM** Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, July 11, 2023 Ashland City Council meeting was called to order by Mayor Matt MacKenzie at 6:00 p.m.

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: Ana Tochtermann (Excused), Andrew Goyke (Excused)

ALSO PRESENT: Matthew MacKenzie, Brant Kucera, Denise Oliphant, Tyler Wickman, John Butler

MacKenzie noted there was a quorum present.

2. APPROVAL OF AGENDA

Pufall moved, seconded by Seefeldt to approve the agenda. The motion passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **June 27, 2023 City Council and Committee of the Whole Meeting Minutes**

Ortman moved, seconded by Seefeldt to approve the minutes. The motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

There were no citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. **Announcements**

MacKenzie mentioned that the Fourth of July festivities including the parade and fireworks went off without incident and in between rain showers over the recent holiday. He attended an Economic Development meeting this morning, collaborating with the Main Street Board Coordinator and the Chamber. A Duluth news station will be featuring Ashland on Friday, July 21, 2023 during its live broadcast from the Chequamegon Hotel. Kathy Beeksma, Executive Director of the Housing Authority, will be doing a presentation at the next Council meeting. Overflow camping was allowed at the Superfund Site over the holiday weekend. The City completed its annual Joint Review recently, and he attended a Northwest Regional Planning meeting the previous week in Hayward.

B. **Appointments**

Ortman moved, seconded by Seefeldt to approve the Mayor's appointment of Victoria Peters to the Main Street Board, term to expire July 10, 2025. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. **Miscellaneous Minutes**

Jackson moved, seconded by Graf approve the Consent Agenda. The motion passed unanimously by voice vote.

7. OLD BUSINESS

A. **Approve an Ordinance to Amend Chapter 245 (1131) Construction Limits, Adoption of a Fire Code, and Authorization of Fire Inspections, Ashland City Ordinances** *(Clerk)* Roll

Ortman moved, seconded by Graf to approve the ordinance. Wickman noted there were minor typos corrected which did not affect the meaning of the ordinance. The motion passed unanimously by roll call vote.

B. **Approve an Ordinance to Amend Chapter 748 (1984) Building Inspector, Building, Housing, Electrical, and Plumbing Codes, Ashland City Ordinances** *(Clerk)* Roll

Ortman moved, seconded by Graf to approve the ordinance. The motion passed unanimously by roll call vote.

C. **Approve an Ordinance to Create Chapter 749 (2023-1985) Residential and Nonresidential Building Inspections** *(Clerk)* Roll

Ortman moved, seconded by Graf to approve the ordinance. The motion passed unanimously by roll call vote.

8. NEW BUSINESS

A. **Approve an Original Alcohol Beverage License Application for Class B Intoxicating Liquor for Applicant Taqueria La Monarca, LLC, 311 Main Street East, Ashland, and Agent Greta Blancarte** *(Clerk)* Roll

Seefeldt moved, seconded by Jackson to approve. The motion passed unanimously by roll call vote.

9. CLOSED SESSION (roll) Council may return to Open Session and take action on any item discussed during Closed Session.

Seefeldt moved, seconded by Ortman to enter into Closed Session. Kucera requested that Butler remain during discussion of Item 9A; the motion 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 on strategy to be adopted with respect to current or likely litigation"** *(Bay View Pier)*

- B. **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 the respect to current or likely litigation."** (*Jablonski notice of claim dated on page 1 of June 16, 2023*)

- C. **Return to Open Session** (voice)

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

- D. **Report on Action Taken during Closed Session**

Mackenzie reported that there was no action taken on Item 9A during Closed Session.

Mackenzie reported that there was no action taken on Item 9B during Closed Session. Ortman moved, seconded by Seefeldt to deny the claim as recommended by Wickman. The motion passed unanimously by roll call vote.

10. ADJOURNMENT

Pufall moved, seconded by Jackson to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES

COMMITTEE OF THE WHOLE MEETING **Tuesday, July 11, 2023 – 6:00 PM** Ashland City Hall Council Chambers

The Tuesday, July 11, 2023 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:10 PM.

1. **Roll Call**

PRESENT: Kevin Seefeldt, Sarah Jackson, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: Ana Tochtermann (Excused), Andrew Goyke (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler and other interested citizens.

2. **Approval of Agenda**

Seefeldt moved, seconded by Pufall to approve the agenda. The motion carried unanimously by voice vote.

3. **Council President's Report**

Ortman deferred a report.

4. **Administrator's Report**

Kucera noted that the electric vehicle (EV) charging station has had more than expected usage already.

A. **Presentation of Concept Plans for Ore Dock Upland and Former Baron Radiator Sites**

Kucera offered the concept designs of the Baron Radiator site and the Ore Dock Uplands site.

5. **Discussion Items**

A. **Discussion and Possible Action Regarding the Sidewalk Special Assessment Policy and Hardship Policy for the Levy of Assessments** (*Public Works*)

Butler reviewed the policies and proposed to the Council minimal changes to each policy. Jackson moved, seconded by Graf to forward this item to Council for formal approval with the recommended changes. The motion carried unanimously by voice vote.

B. **Discussion and Possible Recommendation on Changes to Ordinances 711 & 705 to Prohibit Construction of Shared Utility Laterals** (*Public Works*)

Butler reviewed the current Chapters with Council and explained his proposed changes. Seefeldt moved, seconded by Pufall to forward this item to Council for formal approval with the recommended changes. The motion carried unanimously by voice vote.

6. **CLOSED SESSION**

Council may return to Open Session and take action on any item discussed during Closed Session.
Seefeldt moved, seconded by Jackson to enter Closed Session. The motion carried unanimously by roll call vote.

- A. **Pursuant WI Statute 19.85(1)(c): "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (City Administrator Evaluation) Roll**

B. **Return to Open Session (Voice)**

Sefeldt moved, seconded by Jackson to return to Open Session. The motion carried unanimously by voice vote.

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

Ortman reported that there was no action taken during Closed Session.

7. **Items for Future Discussion**

Mackenzie: update penalties for utility/work in the right of way without approval.

Pufall: pursue restructuring of the Airport Commission; research improvements to the media system in the Chambers; requested to have property maintenance check on a home on 32nd Avenue East.

Seefledt: better define "natural" landscaping.

Oliphant: Building inspector is ready to bring an update of the mobile home parks violations and progress.

Ortman: Address management of gravel roads, i.e. dust control, grading; project litigation prevention strategies; audit of sidewalk construction, i.e. cracks, replacement; library funding options.

8. **Adjournment**

Jackson moved, seconded by Graf to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk



May 25, 2023

The Honorable Matthew MacKenzie, Mayor
City of Ashland
106 Main Street West
Ashland, WI 54806

Re: Appointment to the City of Ashland Housing Authority Board of Commissioners

Dear Mayor MacKenzie,

This letter is to request that Kayla Sandstrom be recommended to the City Council for approval to serve on the City of Ashland Housing Authority Board of Directors to fulfill the term of Elizabeth Franek who resigned in April of 2023. On Thursday, May 22nd the Board of Commissioners considered two Offers to Volunteer for the Board and upon consideration of the needs of the board and the gap in representation left by Ms. Franek's resignation, they determined that Ms. Sandstrom is the best candidate at this time.

Kayla's Volunteer Application is attached. Her work experience with individuals and families within the Ashland-Bayfield County community is extremely valuable to the Board. She is very familiar with issues that impact the AHA tenants and has a positive reputation for ensuring all people receive good care.

The Board makes these recommendations after considering two other candidates and reviewing the demographics of membership to have different skills, education, gender and race/ethnicity represented as best as possible in this 5-person team. If you know of any other city residents interested in serving on our board, please send us their contact information for consideration in future openings. If there is a reason that you anticipate not making these recommendations, the Board requests advanced notice to understand your perspective.

We appreciate your support and help in this matter.

Sincerely,

Katherine Beeksma

Katherine Beeksma
Executive Director

Attachments
cc: File

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

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

OFFER TO VOLUNTEER FORM

I would like to be considered a nominee for the following committee or committees:

Ashland Housing Authority

Write a brief statement of education and training:

I graduated Ashland High School in 2008, did a semester at WITC in 2009, and my personal care training certificate in 2010.

Biography: *(Need a sense of who you are as an individual. For example, general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)*

I was born and raised in Ashland WI. I have been with Lori Knapp for 11 years and love working with our community. I have 2 wonderful girls ages 11 and 5. I enjoy the outdoors and anything to do with being outside. I feel I am a very friendly person and treat anyone with respect.

Individual references/referred by (please include phone #):

Pam Ratliff

Contact information: Kayla Sandstrom

Name (Please print)

Phone #

606 18th Ave West Ashland WI 54806

Address

6/22/2023

Email

Date

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

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

OFFER TO VOLUNTEER FORM

I would like to be considered a nominee for the following committee or committees:

Ashland Beautification Council

Write a brief statement of education and training:

WITC - Preschool Training & Courses Completed
Teachers College - Ashland 2yr degree

Biography: (Need a sense of who you are as an individual. For example, general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

Lifelong resident of Ashland. Married Randy Spangle (51 yrs) Raised 2 children Laurie & Steve. Worked for Ship a Parcel 1yr, Dr. Stromberg front desk, Taught Preschool, & drove special needs bus 10yrs. Enjoy walking, biking, gardening & grandchildren.

Individual references/referred by (please include phone #):

Kathy Osmak -

Sandy Nutt -

Contact information:

Susan Spangle

Name (Please print)

Phone #

219 22nd Ave West - Ashland, WI

Address

Email

Date

7-12-23

SUBJECT: Approve the Ashland Fire Department to Accept a Wisconsin Department of Natural Resources (WDNR) Forest Fire Protection (FFP) Reimbursement Grant Award (*Fire Department*)

RECOMMENDATION: The Fire Chief recommends approval.

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS:

1. WDNR Award Correspondence, May 16, 2023
2. Payment Advice, May 18, 2023
3. Memo: Wisconsin DNR Fire Fighting Foam, January 29, 2020
4. US Forest Service Class A Foam for Wildland Fire Management
5. PHOS-CHEK Safety Data Sheet
6. National Foam Safety Data Sheet
7. FOMTEC Safety Data Sheet
8. Forest Fire Protection Grant Program Reimbursement Request

EXPENDITURES REQUIRED: \$ 1,621.83 Grant Award
1,621.83 50% Match
\$ 3,243.66

AMOUNT BUDGETED: \$ 3,000.00 AFD Capital Funds

**APPROPRIATION
REQUIRED:** \$ 0

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. 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: A goal of the Utilities and Community Facilities chapter (Chapter 5) of the City's Comprehensive Plan of Record is "to provide a wellmaintained infrastructure that provides health, education, telecommunication and safety and security services for all residents and visitors." Objective 1.3 of the chapter notes that the community needs to "ensure that City fire, police, and emergency services equipment adequately provides for the personal safety of all persons and for preservation of property."

SUMMARY STATEMENT:

The Ashland Fire Department (AFD) is requesting approval to accept a Wisconsin DNR Forest Fire Protection Grant (FFP) award in the amount of \$1,621.83.

AFD maintains strike team capabilities for wildland firefighting with the WDNR. In 2022, AFD responded to five wildland fires in our 328 square mile service area. AFD also has a current MOU with the WDNR for wildland firefighting response; this MOU gives us preference points in the application process. The grant request was for \$4,473.19 for class A firefighting foam concentrate, a portable radio, and safety glasses. The FFP grant will pay 50% of approved costs. AFD is awarded this grant annually and budgets for this grant. The matching funds will be taken out of AFD's budgeted capital funds.

The class "A" firefighting foam concentrate will be purchased directly from the WDNR. Class "A" firefighting foam concentrate has never had PFAS substances in it. In 2020 Wisconsin established administrative criteria requiring that any future class "A" firefighting foam concentrate continues to be free of PFAS substances. Included in the attachments are copies of this statement and the SDS sheets for the foam concentrate that will be purchased this year, the foam concentrate that was purchased last year, and the foam concentrate that was purchased the year prior.

The Fire Chief recommends approval to accept this grant award.

Stuart Matthias

From: John Baker
Sent: Tuesday, May 16, 2023 8:27 AM
To: Stuart Matthias
Subject: FW: Ashland Fire Department FFP Grant FFP-23F-010
Attachments: Ashland FFP-23F-010.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Chancellor, Sandra D - DNR <Sandra.Chancellor@wisconsin.gov>
Sent: Monday, May 15, 2023 4:57 AM
To: John Baker <jbaker@coawi.org>
Subject: Ashland Fire Department FFP Grant FFP-23F-010

Hello Lt. Baker,

Shortly, your fire department will receive a check in the amount of **\$1621.83** for 50% of the eligible costs associated with the above-referenced project. The reimbursement payment has been decreased by **\$614.76** because your communication equipment and tools/equipment costs exceeded the category maximums. A copy of the reimbursement request is attached for your records.

If you believe that you have a right to challenge this decision, a Notice of Appeal Rights is included below:

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent. To request a contested case hearing pursuant to section 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

Best Regards,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Sandy Chancellor

Grant Program Manager

Forest Fire Protection/DERF/Well Compensation & Abandonment Grants

Wisconsin Department of Natural Resources

3911 Fish Hatchery Road

Fitchburg, WI 53711

Cellphone: 608-720-0122

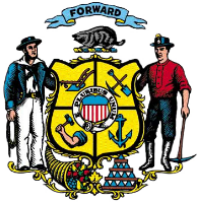
Fax: (608) 275-3338

Email: sandra.chancellor@wisconsin.gov



dnr.wi.gov





State of Wisconsin

Payment Advice

17 May 2023 8:05:34 AM

Page 1 of 1

To:

Supplier Name: Ashland Fire Dept
Supplier Address: 215 6th Street East
Ashland WI, 54806-3201
USA

Reference Information

Pay Cycle: DLYACH
Pay Cycle Seq Number: 2027
Supplier Number: 0000071743

Payment Information

Payment Reference: 0000846033
Payment Date: 05/18/2023
Payment Method: Automated Clearing House

Bank To Information:

Bank To Account: *****044

Bank ID	Bank Name	Branch ID	Branch Name
	BMO Harris		

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

AP Unit	Voucher ID	Invoice Number	Invoice Date	Gross Amount	Discount Amount	Paid Amt
DNR	00655764	CF FFP-23F-010	05/15/2023	1,621.83	0.00	1,621.83
Attn: Lt. Baker FFP Grant # FFP-23F-010 Ashland Fire Dept.						
Total:				1,621.83	0.00	1,621.83 USD

Wisconsin DNR Fire Fighting Foam
1-29-20
Forestry Equipment R&D Center

Wildland fires fall into Class A. For this reason, WDNR uses only foams designed to be most effective on Class A fires. The primary additive that makes foam work is called a surfactant. Surfactants function by reducing the surface tension of water so that it will cover and penetrate porous materials (such as wood) more effectively. The surfactant used in Class A foam is often used in shampoo and other household cleaning products. As it is essentially soap, it is readily biodegradable.

Class B fires require a foam that creates a film between the fuel and the air, sealing the surface and preventing the escape and ignition of flammable vapors. These foam types are commonly referred to as AFFF (Aqueous Film-Forming Foam Concentrates). They combine fluorinated and hydrocarbon-surfactant technologies to provide superior fire and vapor suppression for Class B fires. Fluorinated surfactants have included Per- and polyfluoroalkyl substances (PFAS), a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other additives.

When purchasing Class A foam, the DNR requires that it meets the U.S. Forest Service (USFS) specification 5100-307a and is on the USFS Qualified Products List (QPL). The USFS has researched files back to the 1980s and NO Class A foams on the Qualified Products List have EVER included PFAS ingredients.



5/5/18

Class A Foam for Wildland Fire Management

Qualified by US Forest Service in Accordance with Forest Service Specification 5100-307a as Amended

These products are evaluated, qualified, and approved for use only at the specified mix ratio range with the indicated application equipment.

Consult individual agencies for specific policies relating to wildland fire foam use.

Chemical	Mix Ratio	Qualified Applications ¹				
		Fixed-Wing		Helicopter		Ground Engine
		Water Scooper	SEATS ²	Fixed-Tank	Bucket	
FireFoam 103B	0.1-1.0%	•	•	-	•	•
Phos-Chek WD881	0.1-1.0%	•	•	•	•	•
Pyrocap B-136	0.1-1.0%	-	•	-	•	•
Phos-Chek WD881C	0.1-1.0%	•	•	•	•	•
National Foam KnockDown	0.1-1.0%	•	•	-	•	•
FlameOut	0.1-1.0%	-	-	-	•	•
Angus Hi-Combat A	0.1-1.0%	•	•	-	•	•
Buckeye Platinum Class A Foam	0.1-1.0%	•	•	-	•	•
Solberg Fire-Brake 3150A	0.1-1.0%	•	•	-	•	•
First Response	0.1-1.0%	•	•	•	•	•
Ansul Silv-Ex Plus Class A	0.1-1.0%	•	•	•	•	•
Also sold as Chemguard DirectAttack						
1% Bushmaster "A" Class Foam	0.1-1.0%	•	•	-	•	•
Phos-Chek WD881A	0.1-1.0%	•	•	•	•	•
Fonotec Enviro Class A	0.1-1.0%	•	•	-	•	•
Also sold as FireIce Polar EcoFoam						

1 – Qualification Notes

- Fully Qualified – Product complies with all requirements of a formal specification.
- Conditional Approval – Product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full qualification.
- Not qualified for this application.
- ★ Administrative Approval – Product complies with all requirements of a formal specification or administrative work plan.

2 – Within Canada, the wildland fire management agencies apply foam from land-based fixed-wing tankers (single or multi engine). The presence of a dot in this column indicates approval in Canada for application from aircraft of either type.

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

Date of issue: 06/04/2020

Revision date: 03/07/2022

Version: 1.2

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Fire suppressant foam concentrate

1.3. Details of the supplier or manufacturer or distributor of the safety data sheet

Perimeter Solutions 10667 Jersey Blvd. Rancho Cucamonga CA, 91730 T. 1-800-682-3626	Perimeter Solutions Canada Ltd., 3060 Airport Rd., Kamloops B.C., V2B 7X2 T. 1-250-554-3530	Perimeter Solutions LP, Solberg 11520 Brookfield Ave. Green Bay, WI 54313 T. 1-920-593-9445
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1.4. Emergency telephone number

Emergency number : CHEMTREC 800-424-9300
CANUTEC 613-996-6666 (Transport Only)

SECTION 2: Hazard identification

2.1. Classification of the substance or mixture

GHS classification

Skin Sens. 1 H317
Eye Irrit. 2 H319

2.2. Label elements

GHS labelling

Hazard pictograms (GHS) :



GHS07

Signal word (GHS) :

: Warning

Hazard statements (GHS) :

: H317 - May cause an allergic skin reaction.
H319 - Causes serious eye irritation.

Precautionary statements (GHS) :

: P261 - Avoid breathing dust/fume/gas/mist/vapours/spray.
P264 - Wash hands, forearms and face thoroughly after handling.
P272 - Contaminated work clothing should not be allowed out of the workplace.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P302+P352 - IF ON SKIN: Wash with plenty of water.
P362+P364 - Take off contaminated clothing and wash it before reuse.
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337+P313 - If eye irritation persists: Get medical advice/attention.
P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

Name	Product identifier	%
Water	(CAS-No.) 7732-18-5	30 – 60
Alpha-olefin Sulfonate Solution (non-hazardous)*	(CAS-No.) Trade Secret	30 – 60
2,4-Pentanediol, 2-methyl-	(CAS-No.) 107-41-5	10 – 30
D-Limonene	(CAS-No.) 5989-27-5	0.1 – 1

*Chemical name, CAS number and/or exact concentration have been withheld as a trade secret

Comments : This product contains no PFAS ingredients commonly found in Class B foam concentrates.

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures after inhalation : If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention if you feel unwell.
- First-aid measures after skin contact : IF ON SKIN: Wash with plenty of Water. Take off contaminated clothing and wash it before reuse. If skin irritation or rash occurs: Get medical advice/attention.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
- First-aid measures after ingestion : Do not induce vomiting without medical advice. Never give anything by mouth to an unconscious person. Get medical advice/attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/effects after inhalation : May cause irritation to the respiratory tract.
- Symptoms/effects after skin contact : May cause skin irritation. Symptoms may include redness, drying, defatting and cracking of the skin. May cause an allergic skin reaction.
- Symptoms/effects after eye contact : Causes serious eye irritation. Symptoms may include discomfort or pain, excess blinking and tear production, with marked redness and swelling of the conjunctiva.
- Symptoms/effects after ingestion : May be harmful if swallowed. May cause gastrointestinal irritation, nausea, vomiting and diarrhea.

4.3. Indication of any immediate medical attention and special treatment needed

Symptoms may be delayed. In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

SECTION 5: Fire-fighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Use extinguishing media appropriate for surrounding fire.
- Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Products of combustion may include, and are not limited to: oxides of carbon.

5.3. Advice for firefighters

- Protection during firefighting : Keep upwind of fire. Wear full fire fighting turn-out gear (full Bunker gear) and respiratory protection (SCBA).

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Use personal protection recommended in Section 8. Isolate the hazard area and deny entry to unnecessary and unprotected personnel.

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Prevent entry to sewers and public waters.

6.3. Methods and material for containment and cleaning up

- For containment : Absorb and/or contain spill with inert material (sand, vermiculite or other appropriate material), then place in suitable container. Do not flush into surface water or sewer system. Wear recommended personal protective equipment.
- Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Provide ventilation.

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection"

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Avoid contact with skin and eyes. Avoid breathing dust/fume/gas/mist/vapours/spray. Do not swallow. Handle and open container with care. When using do not eat, drink or smoke.
- Hygiene measures : Wash contaminated clothing before reuse. Always wash hands after handling the product. Contaminated work clothing should not be allowed out of the workplace.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Keep out of the reach of children. Keep container tightly closed. Store in a dry, cool and well-ventilated place.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Alpha-olefin Sulfonate Solution (Trade Secret)		
Not applicable		
2,4-Pentanediol, 2-methyl- (107-41-5)		
ACGIH	ACGIH TWA (ppm)	25 ppm (vapor fraction)
ACGIH	ACGIH STEL (mg/m³)	10 mg/m³ (inhalable particulate matter, aerosol only)
ACGIH	ACGIH STEL (ppm)	50 ppm (vapor fraction)
NIOSH	NIOSH REL (ceiling) (mg/m³)	125 mg/m³
NIOSH	NIOSH REL (ceiling) (ppm)	25 ppm
D-Limonene (5989-27-5)		
Not applicable		
Water (7732-18-5)		
Not applicable		

8.2. Exposure controls

- Appropriate engineering controls : Ensure good ventilation of the work station. Provide readily accessible eye wash stations and safety showers.
- Hand protection : Wear suitable gloves resistant to chemical penetration.
- Eye protection : Wear eye/face protection.
- Skin and body protection : Wear suitable protective clothing.
- Respiratory protection : In case of insufficient ventilation, wear suitable respiratory equipment. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.
- Environmental exposure controls : Not applicable when used as intended.
- Other information : Handle in accordance with good industrial hygiene and safety procedures. Do not eat, drink or smoke when using this product.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

- Physical state : Liquid
- Colour : Yellow
- Odour : Orange citrus
- Odour threshold : No data available
- pH : 6.75 – 8.25
- Melting point : No data available
- Freezing point : No data available
- Boiling point : No data available
- Flash point : 90 °C (194 °F)
- Relative evaporation rate (butylacetate=1) : No data available

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

Flammability (solid, gas)	: Not flammable.
Vapour pressure	: No data available
Relative vapour density at 20 °C (68 °F)	: No data available
Relative density	: No data available
Density	: 1.01 – 1.03
Solubility	: No data available
Partition coefficient n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: <50 cP @ 21°C (70 °F)
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No dangerous reactions known under normal conditions of use.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

Heat.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

May include, and are not limited to: oxides of carbon.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	: Not classified.
Acute toxicity (dermal)	: Not classified.
Acute toxicity (inhalation)	: Not classified.

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate	
LD50 oral rat	> 5000 mg/kg
LD50 dermal rabbit	> 2020 mg/kg

Skin corrosion/irritation	: Not classified. (On basis of test data) pH: 7 - 8
Serious eye damage/irritation	: Causes serious eye irritation. pH: 7 - 8
Respiratory or skin sensitisation	: May cause an allergic skin reaction.
Germ cell mutagenicity	: Not classified.
Carcinogenicity	: Not classified.
Reproductive toxicity	: Not classified.
STOT-single exposure	: Not classified.
STOT-repeated exposure	: Not classified.
Aspiration hazard	: Not classified.

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Viscosity, kinematic (calculated value) (21 °C / 70 °F)	11.834 mm²/s
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Symptoms/effects after inhalation	: May cause irritation to the respiratory tract.
Symptoms/effects after skin contact	: May cause skin irritation. Symptoms may include redness, drying, defatting and cracking of the skin. May cause an allergic skin reaction.
Symptoms/effects after eye contact	: Causes serious eye irritation. Symptoms may include discomfort or pain, excess blinking and tear production, with marked redness and swelling of the conjunctiva.
Symptoms/effects after ingestion	: May be harmful if swallowed. May cause gastrointestinal irritation, nausea, vomiting and diarrhea.
Other information	: Likely routes of exposure: ingestion, inhalation, skin and eye.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	: May cause long-term adverse effects in the aquatic environment.
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PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

LC50 fish 1	39 ml/l
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12.2. Persistence and degradability

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Persistence and degradability	Readily biodegradable
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12.3. Bioaccumulative potential

PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

Bioaccumulative potential	Not established.
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12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information	: No other effects known.
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SECTION 13: Disposal considerations

13.1. Waste treatment methods

Product/Packaging disposal recommendations	: Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.
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SECTION 14: Transport information

Department of Transportation (DOT) and Transportation of Dangerous Goods (TDG)

In accordance with DOT/TDG

Not regulated

SECTION 15: Regulatory information

15.1. Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory.

All components of this product are listed, or excluded from listing, on the Canadian DSL (Domestic Substances List) and NDSL (Non-Domestic Substances List) inventories.

15.2. International regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

Revision date	: 03/07/2022
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PHOS-CHEK® FIRST RESPONSE Class A Foam Concentrate

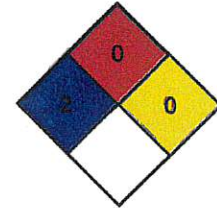
Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

Other information : None.
Prepared by : Nexreg Compliance Inc.
www.Nexreg.com



NFPA health hazard : 2
NFPA fire hazard : 0
NFPA reactivity : 0



HMIS Rating
Health : 2 Moderate Hazard
Flammability : 0 Minimal Hazard
Physical : 0 Minimal Hazard

SDS HazCom 2012 - WHMIS 2015 (NexReg)

Disclaimer: We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind. The information contained in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for the user's own particular use.

1. IDENTIFICATION

Product Name	MuniF ³ Green Plus 3% Alcohol Resistant Fluorine Free Foam Concentrate
Recommended use of the chemical and restrictions on use	
Identified uses	Firefighting Foam Concentrate
Restrictions on Use	See product data sheet
Company Identification	National Foam, Inc. 350 East Union Street West Chester, PA 19382 (610) 363-1400 Infotrac at (800) 535-5053 September 26, 2022 August 30, 2022
Customer Information Number	
Emergency Telephone Number	
Issue Date	
Supersedes Date	

Safety Data Sheet prepared in accordance with OSHA's Hazard Communication Standard (29 CFR 1910.1200, the Canadian Hazardous Products Regulations (HPR) and the Globally Harmonized System of Classification and Labelling of Chemicals (GHS)

2. HAZARD IDENTIFICATION

Hazard Classification
Eye Damage/Irritation - Category 2A
Skin Corrosion/Irritation - Category 2

Label Elements
Hazard Symbols



Signal Word: Warning

Hazard Statements
Causes serious eye irritation.
Causes skin irritation.

Precautionary Statements

Prevention
Wash hands thoroughly after handling.
Wear protective gloves, eye protection and face protection.

Response
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
If on skin: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice/attention. Take off contaminated clothing and wash it before reuse.

Storage
None
Disposal
None

2. HAZARD IDENTIFICATION

Other Hazards

None identified.

Specific Concentration Limits

The values listed below represent the percentages of ingredients of unknown toxicity.

Acute oral toxicity	10 - 20%
Acute dermal toxicity	10 - 20%
Acute inhalation toxicity	30 - 40%
Acute aquatic toxicity	0%

3. COMPOSITION/INFORMATION ON INGREDIENTS

This product is a mixture.

Component	CAS Number	Concentration*
Propylene Glycol Monobutyl Ether	5131-66-8	3 - 7%
Sodium Decyl Sulfate	142-87-0	1 - 5%
Sodium Octyl Sulfate	142-31-4	1 - 5%
Sodium laureth sulfate	68891-38-3	1 - 5%
Butanedioic acid, 2-sulfo-, C-isodecyl ester, disodium salt	37294-49-8	0.5 - 1.5%
1-Dodecanol	112-53-8	0.1 - 1.0%
1-Tetradecanol	112-72-1	0.1 - 1.0%

*Exact concentration withheld as trade secret.

4. FIRST- AID MEASURES

Description of necessary first-aid measures**Eyes**

Immediately flood the eye with plenty of water for at least 15 minutes, holding the eye open. Obtain medical attention.

Skin

Wash skin thoroughly with soap and water. Obtain medical attention if irritation persists.

Ingestion

Dilute by drinking large quantities of water and obtain medical attention.

Inhalation

Move victim to fresh air. Obtain medical attention immediately for any breathing difficulty.

Most important symptoms/effects, acute and delayed

Aside from the information found under Description of necessary first aid measures (above) and Indication of immediate medical attention and special treatment needed, no additional symptoms and effects are anticipated.

Indication of immediate medical attention and special treatment needed**Notes to Physicians**

Treat symptomatically.

5. FIRE - FIGHTING MEASURES

Suitable Extinguishing Media

This preparation is used as an extinguishing agent and therefore is not a problem when trying to control a fire. Use extinguishing agent appropriate to other materials involved.

Specific hazards arising from the chemical

None known

Special Protective Actions for Fire-Fighters

Wear full protective clothing and self-contained breathing apparatus as appropriate for specific fire conditions.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Wear appropriate protective clothing. Prevent skin and eye contact.

Environmental Precautions

Prevent foam concentrate or foam solution from entering ground water, surface water, or storm drains. Discharge and disposal of concentrate or foam solution should be made in accordance with federal, state, and local regulations.

Methods and materials for containment and cleaning up

Contain and absorb using appropriate inert material and transfer into suitable containers for recovery or disposal.

7. HANDLING AND STORAGE

Precautions for safe handling

Wear appropriate protective clothing. Prevent skin and eye contact.

Conditions for safe storage

Store in original containers between 35°F and 120°F (2°C and 49°C). Storage area should be: - cool - dry - well ventilated - under cover - out of direct sunlight

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure limits are listed below, if they exist.

Propylene glycol monobutyl ether

Manufacturer recommended limit: 50ppm TWA

Sodium Decyl Sulfate

None established

Sodium Octyl Sulfate

None established

Sodium laureth sulfate

None established

Butanedioic acid, 2-sulfo-, C-isodecyl ester, disodium salt

None established

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

1-Dodecanol

None established

1-Tetradecanol

None established

Appropriate engineering controls

Use with adequate ventilation. If this product is used in a pressurized system, there should be local procedures for the selection, training, inspection and maintenance of this equipment. When used in large volumes, use local exhaust ventilation.

Individual protection measures**Respiratory Protection**

Wear respiratory protection if there is a risk of exposure to high vapor concentrations, aerosols or if applied to hot surfaces. A NIOSH approved full face respirator may be worn. The specific respirator selected must be based on the airborne concentration found in the workplace and must not exceed the working limits of the respirator.

Skin Protection

Gloves

Eye/Face Protection

Chemical goggles or safety glasses with side shields.

Body Protection

Normal work wear.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Physical State	Liquid
Color	Light yellow

Odor	Characteristic
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Odor Threshold	No data available
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pH	7 - 8
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Relative Density	1 - 1.04
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Boiling Range/Point (°C/F)	No data available
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Melting Point (°C/F)	-6°C/21.2°F
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Flash Point (°C/F)	>100°C/212°F
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Vapor Pressure	No data available
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Evaporation Rate (BuAc=1)	No data available
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Solubility in Water	Soluble
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Vapor Density (Air = 1)	Not applicable
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VOC (%)	No data available
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Partition coefficient (n-octanol/water)	No data available
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Viscosity	No data available
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Auto-ignition Temperature	Not applicable
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Decomposition Temperature	No data available
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Upper explosive limit	Not applicable
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Lower explosive limit	Not applicable
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Flammability (solid, gas)	Not applicable
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10. STABILITY AND REACTIVITY

Reactivity

No data available.

Chemical Stability

Stable under normal conditions.

Possibility of hazardous reactions

Hazardous polymerization will not occur.

Conditions to Avoid

Contact with incompatible materials

Incompatible Materials

Water reactive materials – alkali metals – electrically energized equipment - oxidizing agents

Hazardous Decomposition Products

Oxides of carbon – sulfur oxides – nitrogen oxides – sodium oxides

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

Propylene Glycol Monobutyl Ether

LD50 (Rat, male and female) 3,300 mg/kg

LD50 (Rat, male and female) > 2,000 mg/kg

Specific Target Organ Toxicity (STOT) – single exposure

No relevant studies identified.

Specific Target Organ Toxicity (STOT) – repeat exposure

No relevant studies identified.

Serious Eye damage/Irritation

Propylene Glycol Monobutyl Ether: Causes eye irritation.

Sodium decyl sulfate: Risk of serious eye damage ($\geq 20\%$) Causes serious eye irritation ($\geq 10 - < 20\%$).

Sodium octyl sulfate: Risk of serious eye damage ($\geq 20\%$) Causes serious eye irritation ($\geq 10 - < 20\%$).

Sodium laureth sulfate: Causes serious eye damage ($\geq 10\%$). Causes serious eye irritation ($\geq 5 - < 10\%$).

Butanedioic acid, 2-sulfo-, C-isodecyl ester, disodium salt: Causes serious eye damage.

Skin Corrosion/Irritation

Propylene Glycol Monobutyl Ether: Causes skin irritation.

Sodium decyl sulfate: Causes skin irritation in animal testing.

Sodium octyl sulfate: Causes skin irritation in animal testing.

Sodium laureth sulfate: Causes skin irritation.

Respiratory or Skin Sensitization

No relevant studies identified.

Carcinogenicity

Not considered carcinogenic by NTP, IARC, and OSHA.

11. TOXICOLOGICAL INFORMATION

Germ Cell Mutagenicity

No relevant studies identified.

Reproductive Toxicity

No relevant studies identified.

Aspiration Hazard

Not an aspiration hazard.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Zebra Fish: Toxicity >100 mg/l

EC50 daphnia magna 139 mg/l 24 hr

EC50 daphnia magna 100 mg/l 48 hr

ErC50 Algae 348 mg/l 72 hr

ErC20 Algae 238 mg/l 72 hr

NOEC Algae 100 mg/l 72hr

Mobility in soil

No relevant studies identified.

Persistence/Degradability

This product is readily biodegradable. (OECD 301A)

Concentrate:

BOD₅: 67,500 mgO₂/L

COD: 449,900 mgO₂/L

Bioaccumulative Potential

This product is not expected to bioaccumulate.

Other adverse effects

No relevant studies identified.

13. DISPOSAL CONSIDERATIONS

Disposal Methods

This product, as sold, is not a RCRA-listed waste or hazardous waste as characterized by 40 CFR 261. However, state and local requirements for waste disposal may be more restrictive or otherwise different from federal regulations. Therefore, applicable local and state regulatory agencies should be contacted regarding disposal of waste foam concentrate or foam/foam solution.

Concentrate

Prevent foam concentrate from entering ground water, surface water or storm drains. Small quantities of foam concentrate may be collected on absorbents which can then be disposed of. Disposal should be made in accordance with local, state and federal regulations.

Foam/Foam Solution

Prevent foam/foam solution from entering ground water, surface water or storm drains. Small quantities of foam solution may be collected on absorbents which can then be disposed of. Disposal should be made in accordance with local, state and federal regulations.

13. DISPOSAL CONSIDERATIONS

NOTE: Please consult National Foam for additional information regarding the disposal of foam concentrates and foam solutions.

14. TRANSPORT INFORMATION

Shipping Information**Shipping Description****National Motor Freight Code**

Fire Extinguisher Charges or Compounds N.O.I., Class 70
69160 Sub 0

This information is not intended to convey all transportation classifications that may apply to this product. Classifications may vary by container volume and by regional regulations. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules when transporting this material.

15. REGULATORY INFORMATION

United States TSCA Inventory

All components of this product are in compliance with the inventory listing requirements of the US Toxic Substance Control Act (TSCA) Chemical Substance Inventory.

Canada DSL Inventory

All ingredients in this product have been verified for listing on the Domestic Substance List (DSL) or the Non-Domestic Substance List (NDSL).

SARA Title III Sect. 311/312 Categorization

Eye Irritation – Skin Irritation

SARA Title III Sect. 313

This product contains the following chemicals that are listed in Section 313 at or above de minimis concentrations: None

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

None

16. OTHER INFORMATION

NFPA Ratings

NFPA Code for Health - 2

NFPA Code for Flammability - 0

NFPA Code for Reactivity - 0

NFPA Code for Special Hazards - None

16. OTHER INFORMATION

Legend

ACGIH: American Conference of Governmental Industrial Hygienists

BOD₅: Biochemical Oxygen Demand (5 day)

CAS#: Chemical Abstracts Service Number

COD: Chemical Oxygen Demand

EC50: Effect Concentration 50%

IARC: International Agency for Research on Cancer

LC50: Lethal Concentration 50%

LD50: Lethal Dose 50%

N/A: Denotes no applicable information found or available

OSHA: Occupational Safety and Health Administration

PEL: Permissible Exposure Limit

RQ: Reportable Quantity

STEL: Short Term Exposure Limit

N/A: Denotes no applicable information found or available

OSHA: Occupational Safety and Health Administration

TLV: Threshold Limit Value

TSCA: Toxic Substance Control Act

Revision Date: September 26, 2022

Replaces: August 30, 2022

Changes made: Update to section 15

Information Source and References

This SDS is prepared by National Foam based on information provided by supplier references.

The information and recommendations presented in this SDS are based on sources believed to be accurate. National Foam assumes no liability for the accuracy or completeness of this information. It is the user's responsibility to determine the suitability of the material for their particular purposes. In particular, we make **NO WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED**, with respect to such information, and we assume no liability resulting from its use. Users should ensure that any use or disposal of the material is in accordance with applicable Federal, State, and local laws and regulations.

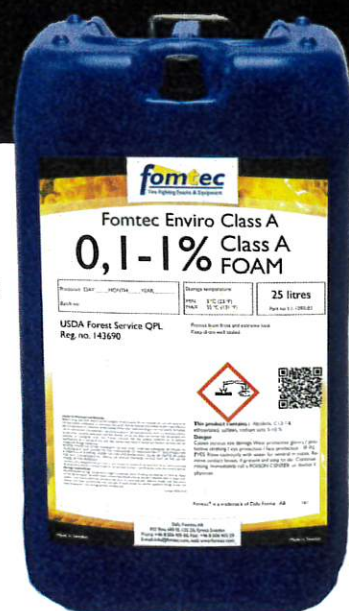


Fomtec® Enviro Class A

FOMTEC Enviro Class A

Fomtec Enviro Class A is a novel blend of high activity hydrocarbon surfactants, selected for their environmental profile, solvents and stabilizers, for use on class A fuel fires and smaller class B fires. Enviro Class A does not contain any fluorinated surfactants or polymers (PFAS) or other organohalogens. Enviro Class A does not contain any hazardous substances and does not require any special labelling when transported.

- Approved by United States Department of Agriculture (USDA) Forest Service and QPL (qualified products List) listed
- Independently tested for toxicity on mammals, fish and algae
- 100% biodegradable
- Usage 0.1-1% with excellent wetting properties
- Readily mixable, easy to use in field



APPLICATION

Enviro Class A provides excellent extinguishments of class A fires by providing deep penetration of the water into the burning material and an insulating foam blanket. Even at low concentrations it provides a strong wetting effect. Enviro Class A is also suited for smaller class B fires. Enviro Class A can be used with both aspirating and non-aspirating discharge devices. It is compatible with all dry chemical powders.

RECOMMENDED PROPORTIONING RATIO

Fomtec Enviro Class A can be proportioned by use of conventional proportioning equipment.

- Helicopter Bucket 0.3% - 0.5%
- Aspirating nozzle 0.3% - 0.5%
- Non-aspirating nozzle 0.3% - 0.6%
- Compressed air foam system (CAFS) 0.1% - 0.5%
- Aspirated foam on small class B fires 1%-3%

The % may vary depending on the quality of the foam blanket required.

FIRE PERFORMANCE & FOAMING

Enviro Class A has been designed to be applied as a Wetting Agent as well as a Class A fire extinguishing agent and can be effective if proportioned from 0,1% to 1,0% according to requirements. The foaming properties are depending on equipment used and other variables such as water and ambient temperatures. Average expansion at 1% 7:1, average ¼ drainage time 02:00 minutes using UNI 86 test nozzle.

Enviro Class A can be used in:

- Fire extinguishers
- Handline Branchpipes and Nozzles
- Helicopter Buckets
- Foam systems
- CAFS systems

COMPATIBILITY

Contact the Fomtec sales team with questions. For material compatibility please refer to Fomtec Technical Advices FTA 20 addressing the topic.

ENVIRONMENTAL

Enviro Class A is non-hazardous, biodegradable substance formulated using raw materials specially selected for their fire performance and their environmental profile. The product is totally free from fluorinated surfactants and polymers and other organohalogens, and therefore it does not contain any PFAS. The handling of spills of concentrate or foam solutions should however be undertaken according to local regulations. Normally sewage systems can dispose foam solution based on this type of foam concentrate, but local sewage operators should be consulted. Full details will be found in the Material Safety Datasheet (MSDS). For more detailed information please consult Fomtec Technical Advices FTA 40.

TYPICAL DATA

Appearance	Clear yellowish liquid
Specific gravity at 20°C	1,02 +/- 0.01 g/ml
Viscosity at 20°C	≤ 30 mPas
pH	6,5 – 8,5
Freezing point	-4°C
Recommended storage temperature	-4 - 55°C
Surface tension	≤ 29,0 mN/m

STORAGE / SHELF LIFE

Stored in original unbroken packaging the product will have a long shelf life. Shelf life in excess of 10 years will be found in temperate climates. As with all foams, shelf life will be dependent on storage temperatures and conditions.

For storage recommendations and material compatibility please refer to our Fomtec Technical Advices FTA 10 addressing the topic.

APPROVALS

- Qualified Products Listed (QPL) by US Forest Service in accordance to Forest Service Specification 5100-307a
- Tested by UL to the ASTM E1321 – Lateral Ignition & Flame Spread Apparatus Testing (LIFT TEST)
- Conforms to NFPA 18 and NFPA 1150 and NFPA 1145



INSPECTION/TESTING/ MAINTENANCE

The foam concentrate should be tested annually. The testing should be made by a suitable laboratory for analysis of foam concentrates and should measure: pH, specific gravity, expansion, drainage time. Storage containers should be inspected and reevaluated for the suitability of the storage location in regard to temperature fluctuations (temperature should be as stable as possible). Exposure to direct sunlight should be avoided.

PACKAGING

We supply this product in 25 litre or 5 US gallon cans, 200 litre or 55 US gallon drums, and 1000 litre or 265 US gallon IBC containers. Larger bulk supply is available against special request.

Litres per piece	Packaging	Part no
25 litres	Can	11-1050-01
200 litres	Drum	11-1050-02
1000 litres	Container	11-1050-04
Bulk	Special request	

ENVIRO BY FOMTEC

The Fomtec Enviro range comprises an extensive range of non-PFAS based foams suitable for use Emergency Response missions and System applications. Enviro foam concentrates are available for class A, class B fire hazards and products are available for low, medium, and high expansion discharge devices.

enviro
by fomtec

Please submit to FFP Grant Manager
 Email: DNRFFPGrantProgram@wisconsin.gov
 Mail: Wisconsin Department of Natural Resources
 3911 Fish Hatchery Road
 Fitchburg, WI 53711
 dnr.wi.gov

Forest Fire Protection (FFP) Grant Program Reimbursement Request

Form 4300-120 (R 01/21)

Notice: This form is required under ss. 26.145, 23.11, 28.07 and 227.11(2)(a), Wis. Stats.; Chapter NR 47, subch. VIII, Wis. Adm. Code; and the Cooperative Forestry Assistance Act as amended by the Forest Stewardship Act of 1990. Failure to provide this information may result in denial of benefits. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.].

Grantee/Project Sponsor (Fire Organization) Name		FOR DNR USE ONLY	
ASHLAND FIRE DEPARTMENT		☒ Final	CF Grant Mgr Initial: SC Date: 5/12/23
Grant Number	Actual Expenditures	Adjustments	Grant Eligible Expenditures
FFP- 23F-010			
1. Category			
a. Personal Protective Equipment	\$60.86	+ 20	80.86
b. Forest Fire Training		(added radio shipping costs)	
c. Forest Fire Prevention		(category max)	
d. Forest Fire Suppression Tools and Equipment	\$979.00	- 316.20	662.80
e. Forest Fire Suppression Communication Equipment	\$3,433.33	- 933.33	2500
f. Dry Hydrant Installation		(category max)	
g. Mapping			
h. Off-Road Vehicles			
2. Total Actual Grant Expenditures	\$4,473.19	- 1229.53	3243.66
Grant Share (50%)	X .50		X 50%
3. TOTAL GRANT FUNDING*	\$2,236.59	- 614.76	Amount approved this claim: 1621.83
*This amount cannot exceed the maximum FFP grant award amount and is subject to final review of cost eligibility and calculation of payment.			

Reimbursement Request Worksheet

Date of Check	Check No.	Invoice No.	Payee	Expenditure Description	Amount
03/15/23	102951	WIAH82306	FASTENAL	SAFETY GLASSES	60.86 ✓
03/29/23	103010	370-0000028641	DNR ACCT RECV - STATE OF WI	CLASS A FOAM	979.00 ✓
02/10/23	102610	2230218	DSC COMMUNICATIONS	PORTABLE VHF RADIO	3,433.33 - 2520.
Total Expenditures					\$4,473.19

Certification

Certification – I certify, to the best of my knowledge and belief, that the billed costs of expenditures are based on actual payments of record and are in accordance with the terms of the FFP grant contract and that the reimbursement represents the grant share due that has not been previously requested. I also certify that the items purchased have been received and all bills have been paid.

Signature of Authorized Representative		Date Signed
		X 4/14/2023
Printed or Typed Name of Authorized Representative	Title	E-Mail Address
JOHN J BAKER	LIEUTENANT	JBAKER@COAWI.ORG
Daytime Telephone Number	Secondary Telephone Number	Fax Number
(715) 682-7052	(715) 681-0816	(715) 682-7903

CITY OF ASHLAND, WISCONSIN 54806
DNR ACCT RECV - STATE OF WI

Check# 103010

03/29/2023

Invoice #	Description	PO #	Gross Amt	Discount	Net Amount
28841	FD- (10) 5 GAL CLASS A FOAM - FOREST FIRE PROTECTIO		979.00		979.00

TOTAL AMOUNT \$979.00

Find yourself next to the water.



CITY OF ASHLAND
601 MAIN STREET WEST
ASHLAND, WISCONSIN 54806
(715) 682-7056

BMO Harris Bank
2-28/710

No. 103010

PAY	DATE	CHECK NO.	AMOUNT
	03/29/2023	103010	\$ 979.00

Nine Hundred Seventy-Nine and 00/100 Dollars

TO THE
ORDER
OF
DNR ACCT RECV - STATE OF WI
PO BOX 78816
MILWAUKEE WI 53278-0816

Denise DiPhant
James S. DiPhant

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE A MICRO-PRINT SIGNATURE LINE AND A COLORED BACKGROUND.

VOID AFTER 90 DAYS

⑈ 103010 ⑈ ⑈ 071000288⑈ 00248 ⑈ 14526 ⑈

DNR ACCT RECV - STATE OF WI

5305

Check# 103010

03/29/2023

Invoice #	Description	GL Account Number	Discount	Net Amount
28841	FD- (10) 5 GAL CLASS A FOAM - FOREST FIRE PROTECTIO	461-52210-340		979.00

TOTAL AMOUNT \$979.00

V5305

Please Remit To:
DNR ACCOUNTS RECEIVABLE
STATE OF WISCONSIN
PO BOX 78816
MILWAUKEE WI 53278-0816



INVOICE
State of Wisconsin
Dept of Natural Resources

Bill To:

000001
ASHLAND, CITY OF
ASHLAND FIRE DEPT.
ASHLAND FIRE DEPT
215 6TH STREET EAST
ASHLAND WI 54806-3201

Invoice No: 370-0000028641
Invoice Date: 3/7/23
Page: 1 of 1

Customer Number: MUNI000074
Payment Terms: NET30
Due Date: 4/6/23
AMOUNT DUE: 979.00 USD

3/23
Not paid

Amount Remitted

For billing questions, please call 715-453-1257

Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Original Net Amount
1		FOAM; 5 GAL; CLASS A	3700000000000 004	10.00	EA	97.90	979.00
Subtotal:							979.00
Amount Due:							979.00

2023
461-52210-340 \$ 979.00
SM

WILDLAND FIREFIGHTING FOAM
WIDNR WILDLAND GRANT
- PUT COPY OF INVOICE + CHECK IN
FO GRANT SUPPORTING DOCUMENTS

CITY OF ASHLAND, WISCONSIN 54806
DSC COMMUNICATIONS

Check# 102610

02/10/2023

Invoice #	Description	PO #	Gross Amt	Discount	Net Amount
2230218	HAZMAT - H51KDF9PW6 PORTABLE VHF RADIO - FFP GRAN		3,433.33		3,433.33
2230300	FD - AGREEMENT MTR2000 REPEATER SA		752.00		752.00

TOTAL AMOUNT \$4,185.33

Find yourself next to the water.



CITY OF ASHLAND
601 MAIN STREET WEST
ASHLAND, WISCONSIN 54806
(715) 682-7056

BMO Harris Bank
2-28/710

No. 102610

DATE

CHECK NO.

AMOUNT

PAY

02/10/2023

102610

\$ 4,185.33

Four Thousand One Hundred Eighty-Five and 33/100 Dollars

TO THE
ORDER
OF
DSC COMMUNICATIONS
711 HAMMOND AVE
SUPERIOR WI 54880

Denise DiPietro
Jacques S. Dineen

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE A MICRO-PRINT SIGNATURE LINE AND A COLORED BACKGROUND.

VOID AFTER 90 DAYS

10 26 10 10 7 1000 288 00 248 145 26

DSC COMMUNICATIONS

2137

Check# 102610

02/10/2023

Invoice #	Description	GL Account Number	Discount	Net Amount
2230218	HAZMAT - H51KDF9PW6 PORTABLE VHF RADIO - FFP GRAN	461-52210-810		3,433.33
2230300	FD - AGREEMENT MTR2000 REPEATER SA	100-52210-354		376.00
	AMB - AGREEMENT MTR2000 REPEATER SA	100-52300-354		376.00

TOTAL AMOUNT \$4,185.33



V2137

Remit To:
DSC Communications
711 Hammond Ave
Superior, WI 54880
United States
(715) 392-2911

Bill To:
Ashland Fire Department
Attn: John Baker
215 6th St. East
Ashland, WI 54806

Date	Invoice
01/24/2023	2230218
Account	Ashland Fire Department

Terms	Due Date	PO Number	Reference
Net 10 Days	02/03/2023	APX4000 Portable Radio	

Service Request Number 2223056			
Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
H51KDF9PW6: Portable APX4000 VHF 5.5 Watts 512 Channels Model 2.5	1.00	\$3,363.33	\$3,363.33
SHIPPING & HANDLING: Shipping and Handling	1.00	\$20.00	\$20.00
Fixed Fee			\$50.00
Total Products & Other Charges:			\$3,433.33
Equipment Sale. Programmed per customer request and tested to specs.			
Fixed Fee: Programming charge for programming 1 new radio.			
Make checks payable to DSC Communications	Invoice Subtotal:		\$3,433.33
	Sales Tax:		\$0.00
	Invoice Total:		\$3,433.33
	Payments:		\$0.00
	Credits:		\$0.00
Balance Due:		\$3,433.33	

ineligible

Visit Our Website www.dsccommunications.com

*Radio max = \$2500
+ shipping \$2500.*

*2023
461-52210-810 \$ 3,433.33
SM*

*PORTABLE RADIO PURCHASED AS PART OF
2022 FOREST FIRE PROTECTION GRANT*

Transaction details

Check #102951

<i>Find your next best to the center.</i> ASHLAND WISCONSIN		CITY OF ASHLAND 601 MAIN STREET WEST ASHLAND, WISCONSIN 54806 (715) 682-7056		BMO Harris Bank 2-28/710	No. 102951
	DATE	CHECK NO.	AMOUNT		
PAY	03/16/2023	102951	\$ 60.86		
Sixty and 86/100 Dollars					
TO THE ORDER OF	FASTENAL PO BOX 1286 WINONA MN 55987-1286				
THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE A MICRO PRINT SIGNATURE LINE AND A COLORED BACKGROUND.					VOID AFTER 90 DAYS
10 2951 07 1000 2881 00 248 14526					

Front of Check

FOR DEPOSIT ONLY FASTENAL COMPANY - 934 RT # 091900193 ELECTRONICALLY PRESENTED
--

Back of Check

Description:	Regular Check
From account:	0024814526
Amount:	\$60.86
Status:	Posted
Date:	2023-03-20

V 2274
FASTENAL®

Remit to
Fastenal Company
P.O. Box 1288
Winona, MN 55987-1288 USA

Invoice Date
02/24/2023

INVOICE
Page 1 of 1

Invoice No.
WASH82306

Invoice Total
64.21 USD

Cust. No. WASH0187
Cust. P.O. CALL WHEN IN, WILL PICK UP
Job No. FFPG 23,
Contract No.

For billing questions
410 Industrial Park Road
ASHLAND, WI 54806

Final Due Date
(NET30) 03/26/2023

Phone: (715)882-3151
Fax: (715)882-3218

Sold To
ASHLAND FIRE DEPT.
215 6TH ST E
ASHLAND, WI 54806-3201 USA

Ship To
Picked up at branch
410 Industrial Park Road
ASHLAND, WI 54806

This Order and Document is subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price/ Hundred	Amount
1	12	12	0	Clear AF Glasses	133995	1088981	253.6000	30.43 T
2	12	12	0	Clear AF Glasses	133995	1088981	253.6000	30.43 T

PAID 3/15/23
Ck# 102951
100-52210-137

2023
461-52210-810 * 60.910
SM 64.21

WILDLAND GRANT
SAFETY GLASSES

Received By

Tax Exemption
088214
E

Comments

Contact: John Baker

*** Fastenal has the ability to email invoices. To enroll please call 866-880-3278.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

No materials accepted for return without our permission.
All discrepancies must be reported within 10 days.

Subtotal	60.88
Shipping & Handling	0.00
WI State Tax	3.05
County Tax	0.30
City Tax	0.00
Total	64.21

Please pay from this invoice.

Invoice: WASH82306

Cust: WASH0187

Printed in USA

Ashland Oredock Charitable Trust Meeting Minutes

8:15 Am Monday January 30, 2023
Ashland City Hall Council Chambers
601 Main St W, Ashland WI 54806

1. Call to Order
 - a. By Beirl at 8:17am.
 - b. Roll Call
 - i. Present: Ronning, Pufall, MacKenzie, Hudson, Rivard, Beirl, LaPean, Monroe and Tochterman
 - ii. Others: Don Jaskowiak, Brant Kucera, and Jim Bradle
 - c. Approval of Agenda Items
 - i. Motion by Pufall, second by Monroe, all in favor
 - d. Approval of Minutes from October 25, 2022.
 - i. Motion by Ronning, second by Pufall
2. Public Comment Period
 - a. Don Jaskowiak and Jim Bradle were present and thanked the Trust for all their time. He and Jim are hoping the Rock the Dock group can get recognition for their fundraising efforts with a sign at the end of the 1916 section as part of the flagpole project.
3. Financial Updates
 - a. Beirl handed out a spreadsheet with the different account balances totaling \$2,809,923.06. Several CD's renew in Feb or March. Monroe stated that he is grateful/happy how the Oredock money has been managed by the Trust. Motion by LaPean, second by Monroe to approve financial report. All in favor.
4. Information Items
 - a. Ashland Oredock Redevelopment Project Update
Hudson reviewed Stuntz Ave Connector project, Waterfront Trail rehabilitation and Diamond Access project.
5. Business Items
 - A. Discussion and Action on the future and use of the "Rock the Dock" Funds
 - a. Hudson explained the rationale for the City staff *recommendation of leaving \$9,407.20 (\$20,000 - \$10,421.90) in the RTD account to be used for the end of the 1916 improvements, specifically any materials, labor, etc. associated with the installation of the flagpole.* Tochterman asked about placing a sunset clause on the RTD funds. Monroe motioned to accept the staff recommendation and place a sunset clause of June 30, 2025, to any unused funds in the RTD account will be transferred to the Trust account to be used on other Oredock improvements; second by LaPean. All in favor, motion carries.

- b. Monroe asked if the chute project could be cancelled, Hudson stated that would need to go to the next Trust meeting.
 - c. Beirl reiterated if the RTD wishes to recommend improvements to the 1916 section they must come before the Trust, Parks and Rec Committee and/or Common Council for approval and follow the proper policy, he also reiterated that “control” of the funds will now be under the umbrella of the Trust. Ocky stated that all future donations will be made to the Ashland Oredock Charitable Trust.
 - B. Discussion and Potential Action on the Creating a Perpetual Maintenance Fund for the Ashland Oredock.
 - a. Hudson stated it is on the agenda as a placeholder. MacKenzie stated that the purpose of the perpetual maintenance fund is to ensure that the Oredock is taken care of. Rivard stated that specific instructions on the perpetuity and uses of the funds need to be created.
- 6. Next Meeting Date.
 - a. March 2023 – Hudson will send out a doodle to schedule.
- 7. Adjournment
 - a. Motion by Monroe, second by Beirl at 9:05am

City of Ashland – Public Works Committee Meeting Minutes

Thursday June 8, 2023 at 5:00pm

Agenda Item 1: Roll Call

Roll call – Ed Calhan, Phil Sorensen, Anne Chartier, Absent - Robert Klamerus, Andy Goyke

Also Present - John Butler PW Director, David Garrington – PW/Utility Admin Manager, Brian Ledin – Utility Manager, Jason Lundmark – Public Works Engineering Intern

Agenda Item 2: Approval of Previous Meeting Minutes

Phil Sorensen motions to approve previous minutes, seconded by Anne Chartier. Motion carries.

Agenda Item 3: Citizen Participation

N/A

Agenda Item 4: Unfinished Business

- a. **Water Intake Project Update** – Brian Ledin (City of Ashland Utility Manager) discussed the plans for the upcoming water intake project including life span of the new intake, the effect on water quality and how the Utility plans to pay for the project.
- b. **Approve amendments to the City of Ashland Utility Service Disconnection Policy** – The Disconnection Policy was approved by the Ashland City Council on Tuesday May 30, 2023.

Agenda Item 5: New Business

- a. **Discussion and Possible Recommendation on Revisions to City Policies and Ordinances Related to Special Assessments** – Discussed possible revisions to SA policies to better align with hardship policy. Motion by Ed Calhan to amend City Special Assessment Policy to standardize payment period to 10 years except on situations of hardships and remove 20 years from the policy. Seconded by Phil Sorensen. Motion carries.
- b. **Discussion on City Comprehensive Sidewalk Policy** – The committee conversed on what a uniform sidewalk policy would look like and the priority for having sidewalks on both sides of every street.

Agenda Item 6: Items of Interest for Future Meetings

Agenda Item 7: Set Next Meeting Date

July 13, 2023

Agenda Item 8: Adjournment

Phil Sorensen motions to adjourn. Anne Chartier seconds. Motion carries

SUBJECT: Approve a Grant Agreement between the State of Wisconsin Department of Administration Wisconsin Coastal Management Program and the City of Ashland to Assist in the Creation of the City of Ashland Parks Master Plan (*Parks & Recreation*) Roll

RECOMMENDATION: Motion to approve a grant agreement between the State of Wisconsin Department of Administration Wisconsin Coastal Management Program and the City of Ashland to Assist in the Creation of the City of Ashland Parks Master Plan.

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Public Works Director
City Administrator
Parks and Recreation Committee

EXHIBITS:

1. Notice of Award, WDOA, June 30, 2023
2. Grant Agreement between the State of Wisconsin Department of Administration Wisconsin Coastal Management Program and the City of Ashland
3. Wisconsin Coastal Management Program 2023-24 Grant Application

EXPENDITURES REQUIRED: \$ 29,500 - WCMP Grant
\$ 29,500 - Fund 481 - 2023 CIP
\$ 59,000 - Total

AMOUNT BUDGETED: \$ 29,500 - Fund 481 - 2023 CIP

APPROPRIATION REQUIRED: \$0 (budgeted)

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk have consented to the placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

The City of Ashland is seeking funding to assist in the creation of the City of Ashland Parks Master Plan. Council approved unanimously to apply for a Wisconsin Coastal Management Program Grant in October 2022 during their Committee of the Whole meeting. Funding will be used to assist in hiring a consultant to guide the City of Ashland in creating a City of Ashland Parks Master Plan document, and develop a comprehensive vision for the City's park system through a staff and community input process.

The goal of this project is to create a usable, concise document with the long-term organizational framework for improving parks and recreation (as it relates to parks) facilities to better serve the community. The master planning process will allow the City to assess current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements. The document will assist to shape the delivery of local government parks and recreation services, programs, and activities in a manner that is consistent with a local government's comprehensive plan and policy agenda.

The City of Ashland will enlist the help of Northland College Sustainable Community Development faculty and students to assist in the public input process. The City of Ashland is located in the ceded territory of the Lake Superior Chippewa per 1854 Treaty of LaPointe; their history is underrepresented within the City and their input and vision will specifically be sought to help in the creation of the master park plans as Prentice Park and the Fish Creek Sloughs are of great cultural significance.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Dawn Vick, Division Administrator

June 30, 2023

Sara Hudson
City of Ashland
601 Main St. W
Ashland, WI 54806-1537

Ms. Hudson:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD239125-024.13

Enclosed is one copy of the proposed grant agreement between City of Ashland and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, E, AND F of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt.

You will receive one copy of the fully executed agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

Kate Angel, Program and Policy Analyst
Wisconsin Coastal Management Program

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF ASHLAND**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations (“Division”), Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and **CITY OF ASHLAND** ("Grantee") with a UEI Number of VCYWKD4B17Q9, for the Performance Period of the date this agreement is signed by the State through **June 30, 2024**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00)** and the Grantee agrees to provide **Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee’s Proposal (as accepted by the State) See Attachment A

CITY OF ASHLAND

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATION**

BY: _____
Matt MacKenzie

BY: _____
Dawn Vick

TITLE: Mayor

TITLE: Administrator

DATE: _____

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Sara Hudson**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2023** through **June 30, 2024** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves

a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA22NOS4190085**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **50%** of the total cost or not to exceed **Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00)**. The Grantee shall provide **50%** of the total cost, or **Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and submitted electronically.

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit one copy in digital/electronic format of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal

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Attachment A

Grant Agreement # AD239125 – 024.13

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☒ Coastal Resources and Community Planning ☐ Great Lakes Education ☐ Public Access and Historic Preservation
2. Project Title (max. 15 words): City of Ashland Parks Master Plan	
3. Organization applying: City of Ashland	5. Unique Entity Identifier: 071499719
4. Contact Person and Organization's Address: Sara Hudson 601 Main St W Ashland WI 54806-1537 <i>Nine-digit zip code required</i> Phone: 715-685-1644 Email: shudson@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located: NA
	8. Congressional District #: 7
	9. State Senate District #: 25
10. State Assembly District #: 74	
11. Total Project Cost: \$ \$59,000	
12. WCMP Share: \$ 29,500	14. WCMP Percent of Total Project Cost: 50%
13. Applicant Share: \$ 29,500	15. Applicant Percent of Total Project Cost: 50%

16. Brief Summary of the Project (300 word maximum) Consider completing this portion of the application last, to summarize your proposal.

a. Project Description (1-2 paragraphs)

The City of Ashland is seeking funding to assist in the creation of the City of Ashland Parks Master Plan.

Funding will be used to assist in hiring a consultant to guide the City of Ashland in creating a City of Ashland Parks Master Plan document and develop a comprehensive vision for the City's park system through a staff and community input process

The goal of this project is to create a usable, concise document with the long-term organizational framework for improving parks and recreation (as it relates to parks) facilities to better serve the community. Master planning process will allow the City to assess current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements.

b. Project Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable) The project should have at least one task. If there are more than five tasks, please combine tasks if possible and/or provide additional detail in the Methodology section.

Task	Description
1. RFP	1. Creation of Request For Proposals and retention of a consultant to lead the project
2. Public Outreach	2. Host up to four public meetings/input/listening sessions
3. Publication	3. Creation of the City of Ashland Parks Master Plan
4.	4.
5.	5.

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Ashland is seeking funding to assist in the creation of the City of Ashland Parks Master Plan.

The City of Ashland has a current population of ~7,800 residents and is a regional hub that serves the greater Chequamegon Bay region. As a whole, the City employs 110 full time employees (FTE), 50 limited term employees (LTE), a proposed (2023) annual operating budget of

Attachment A

Grant Agreement # AD239125 – 024.13

\$11,734,000 and a proposed (2023) Capital Improvements Projects Budget of \$5,632,00.

The City currently maintains 22 parks, 350+ acres of greenspace/parkland, 10 playgrounds, 4 public swimming beaches, 7 ballfields, 1 skate park, 11.5 miles of paved pedestrian trail, 2 miles of ADA compliant and primitive hiking trails, 7 pavilions, 2 municipal campgrounds and one 1 acre dog park with a staff of 4 FTEs, 10 LTEs and a \$533,000 operating budget for the Parks and Recreation Departments.

Historically the Parks, Public Works and Leisure Services Departments were all separate. In the early 1980s with the help of the Wisconsin Conservation Corp the Parks Department housed a staff of 8 FTEs, Public Works had a staff of 12 FTE and Leisure Services had 1.5 FTEs. In the late 1990's, the Parks Department was combined with the Public Works Department to create one large "workforce". Thru attrition and budget cuts, this workforce is now down to 12.5 FTE (11 Public work employees and 1.5 Parks Employees). In 2008, the Leisure Service Department changed its name to the Parks and Recreation Department, with 3 FTEs, to not only provide recreational programming to the community but to also assist in management of the parks. Though the staffing has decreased, our parks have not. Over the past 10 years the City has acquired the Ashland Oredock, 36 acres of former railroad land along Bay City Creek and the former NSP/Ashland Lakefront Superfund Site (Kreher Park).

During the COVID-19 pandemic many people (re)discovered outdoor recreation as the outdoors was a safe place to be. Public parks, campgrounds, trailheads and boat launches were the busiest they have ever been. This trend continued into 2022 and the City of Ashland experienced its two best camping revenue years in 2021 and 2022. Along with rediscovering outdoor recreation, the impacts of climate change could lead to more people moving to (and visiting) the Great Lakes region, including Ashland. Thus highlighting the need to improve and provide new amenities at and efficiently manage City parks.

A master plan will allow the City to assess its current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements. This master plan lays out an organizational framework for improving parks and recreation facilities, programs, and services to better serve the public. The master plan shapes the delivery of local government parks and recreation services, programs, and activities in a manner that is consistent with a local government's comprehensive plan and policy agenda.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above.

The goal of this project is to create a usable, concise document with the long-term organizational framework for improving parks and recreation (as it relates to parks) facilities to better serve the community. The master planning process will allow the City to assess current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements.

Funding will be used to assist in hiring a consultant to assist the City of Ashland in drafting a City of Ashland Parks Master Plan document and develop a comprehensive vision for the City's park system through a staff and community input process. . Each individual park will have be looked at and a plan created in context to its location, natural resources, and vision of the community. The document will provide guidance and policy direction for the City staff when it comes to park redevelopment, land acquisition, park donations and staff.

As stated above, this document will help create a long-term budget for development and improvement and could assist in creating the case to increase staffing at the parks level. According to the 2022 National Recreation and Parks Association (NRPA) Agency Performance Review communities have 8.9 FTE per 10,000 residents.

b. Describe how this project is part of an integrated effort or approach.

The proposed project will take into account the City's Comprehensive Plan: Authentic Ashland 2035, Waterfront Development Plan, the Comprehensive Outdoor Recreation Plan and the City of Ashland Strategic Plan to create a master planning document. This document will serve as guide to achieve several of the plans priorities, most important as stated in City of Ashland Comprehensive Outdoor Recreation Plan Goal 3: Create Master Park Plans for each park based on individual needs, and state and national standards.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	Acres of habitat restored or protected
Nonpoint Source Pollution Control	Reduction in tons of soil erosion/sedimentation
Great Lakes Education	Number of people trained

Attachment A

Grant Agreement # AD239125 – 024.13

Coastal Resources and Community Planning	• Projected audience • Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

This proposal will assist in prioritizing coastal projects within the 7 waterfront parks (Prentice, Maslowski, Hot Pond, 6th Ave Beach, Kreher Park, Ashland Oredock, Bayview Park) and the Waterfront Trail. The project/plan will develop a strategic action plan and budget needed for improvements.

b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?

This proposal creates a planning document the City will use as a guide for the maintenance, upkeep and management of its City parks.

c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.

This project will address the high priority needs identified below:

International:

- Under the Great Lakes Water Quality Agreement (GLWQA), the governments of Canada and the United States have committed to restore and maintain the physical, biological and chemical integrity of the waters of the Great Lakes. From this the 2015-2019 Lake Superior Lakewide Action and Management Plan (LAMP) was created, section 9.0 ACTIONS, PROJECTS, AND IMPLEMENTATION Climate Change : Respond to Climate Change talks about the need to “Review and revise conservation, restoration and management plans, guidelines and regulations as required in response to projected climate change impacts”.

State of Wisconsin:

- The Primary actions for the 2017-2022 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) include:
 - collect data on Wisconsinites' participation in outdoor recreation;
 - survey visitors at a sample of properties, focusing on understanding the activities pursued, features and attributes that lead
 - people to visit the properties, visitors' satisfaction and travel-related spending;
 - update data on the supply of outdoor recreation opportunities, with a focus on properties open to the public for nature-based
 - outdoor recreation; and
 - develop priorities for future recreation funding.

Regional:

- A goal appearing in the “Comprehensive Economic Development Strategy” of Northwest Wisconsin Regional Planning Commission is to “protect, conserve, and encourage the efficient management of the region’s forest, water, land, and other natural resources”.

Local:

- City of Ashland Comprehensive Outdoor Recreation Plan 2019-2023 Goal 3: Create Master Park Plans for each park based on individual needs, and state and national standards.
- City of Ashland Waterfront Development Plan (2019): Strategic Action Plan numerous items pgs 66-69 mentions park improvements along the City of Ashland waterfront parks, greenspaces and trail
- City of Ashland Comprehensive Plan Authentic Ashland 2015-2035: Ashland Priorities: Protect and Connect the Lake, Knit the Urban Fabric Together and Sustainability. All three priorities mention park and greenspace improvements.

d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

The City of Ashland’s Master Park Plan:

- Building credibility, support, and consensus from community members and stakeholders

Attachment A

Grant Agreement # AD239125 – 024.13

- Informing citizens about a park's needs and its community assets
- Identifying capital improvement goals that are needed to assess fiscal requirements and fundraising needs
- Guiding critical decisions about parks and recreation facilities, infrastructure, and services
- Developing recommendations and an implementation strategy

4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
 August 2023 – Create RFP
 September 2023 – Advertise for Qualified Consultant
 October 2023 – Hold Interviews and make recommendation to the Common Council for approval
 November 2023 – Hold first input session with municipal stakeholders; tour City parks
 January 2024 – Hold first public input session
 February 2024 – Hold second input session for the public and municipal stakeholders
 March – April 2024 – Write plan
 May 2024 - Draft plan released for public comments
 June 2024 – Final plan approved/adopted by Common Council
- b. Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.**
 City of Ashland Parks Master Plan Deliverables:
 1) Retain a consulting firm to assist with plan creation
 - Outcome #1 : Retention of a reputable and qualified firm
 2) Gathering of Public Input
 - Outcome #2 : Creation of stakeholder group and hosting of four (stakeholder and public) to gather input on the plan.
 3) Development of a City of Ashland Parks Master Plan
 - Outcome #3: Retained firm and City will compile public input to write the City of Ashland Parks Master Plan
 4) Approval and Implementation
 - Outcome #4 : City Staff and Retained firm will present plan to the Ashland City Council for approval and implementation.
 A public presentation and hearing will be held as part of the approval process.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?**
 An effective/usable master plan must involve input from City staff, community members, local stakeholders and government leaders. This proposal calls for up to four public input sessions or meetings. These meetings will be held around the City to encourage participation from all ages of City residents.
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.**
 NA

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(provide names, if known)</i>	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel		\$1,000	\$1,000
Supplies		\$1,000	\$1,000
Contractual (complete Table 2)	\$29,500	\$27,500	\$57,500 \$57,000

Attachment A
Grant Agreement # AD239125 – 024.13

Construction <i>(provide name of company consultant, if known)</i>			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$29,500	\$29,500	\$59,000

Table 2: Contractual (Required if there is “Contractual” funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual	\$29,500	\$27,500	\$57,500
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$29,500	\$27,500	\$57,500

Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

Additional Budget details, if applicable. Please include names of personnel, fringe rate and benefits, consultant name(s), etc.

Personnel names	
Fringe rate(s) and included benefits	
Consultant name(s)	
Indirect rate	
Travel details	
Supplies/equipment details	
Other details	

6. Match Budget Description and Leveraged Fund

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?

Matching funding for this project has been budgeted in the 2023 Capital Improvements Project Budget, funding for the project comes from the City of Ashland Waterfront Redevelopment Fund 453. Room tax dollars support the funds in fund 453.

b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

The Wisconsin Coastal Management Program is one of a few grant programs that specifically funds planning projects.

c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.

Attachment A

Grant Agreement # AD239125 – 024.13

The City of Ashland will consult with the Northland College Sustainable Community Development faculty and students to assist in the public input process. This group has been a key entity in spearheading the East End Community Park redevelopment

e. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

WCMP has funded the City of Ashland Comprehensive Outdoor Recreation Plan, Waterfront Development Plan and UDO Waterfront Overlay. These documents will be used as guides or references in the creation of the City of Ashland Parks Master Plan.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles and contributions).

The City of Ashland will enlist the help of Northland College Sustainable Community Development faculty and students to assist in the public input process.

b. Develop exceptional marketing, outreach, or education strategies.

The City will work with a consultant with experience in innovative outreach and educational strategies to create marketing materials not only for public input sessions but also for the final product. These plans will be ready to implement, not just take up space on a shelf.

c. Encourage coast-wide projects or solutions.

The proposed project will be a visible demonstration to other coastal communities on how plan integration across City Departments can happen.

d. Engage underrepresented communities.

The City of Ashland is located in the ceded territory of the Lake Superior Chippewa per 1854 Treaty of LaPointe; their history is underrepresented within the City and their input and vision will specifically be sought to help in the creation of the master park plans as Prentice Park and the Fish Creek Sloughs are of great cultural significance.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Downloadable versions of the Wisconsin Coastal Management Program and NOAA logo can be found at <http://coastal.wisconsin.gov>

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA22NOS4190085.

ATTACHMENT E

**ENVIRONMENTAL DATA SHARING POLICY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS**

Geospatial Data Guidelines**Introduction**

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: “These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy.”

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
 - Overview at the Federal Geographic Data Committee’s home page, <http://fgdc.gov>.
 - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

**SCIENTIFIC INTEGRITY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT PROGRAM GRANTS**

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☒ Coastal Resources and Community Planning ☐ Great Lakes Education ☐ Public Access and Historic Preservation
2. Project Title (max. 15 words): City of Ashland Parks Master Plan	
3. Organization applying: City of Ashland	5. Unique Entity Identifier: 071499719
4. Contact Person and Organization's Address: Sara Hudson 601 Main St W Ashland WI 54806-1537 <i>Nine-digit zip code required</i> Phone: 715-685-1644 Email: shudson@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located: NA
	8. Congressional District #: 7
	9. State Senate District #: 25
10. State Assembly District #: 74	
11. Total Project Cost: \$ \$59,000	
12. WCMP Share: \$ 29,500	14. WCMP Percent of Total Project Cost: 50%
13. Applicant Share: \$ 29,500	15. Applicant Percent of Total Project Cost: 50%

16. Brief Summary of the Project (300 word maximum) Consider completing this portion of the application last, to summarize your proposal.

a. Project Description (1-2 paragraphs)

The City of Ashland is seeking funding to assist in the creation of the City of Ashland Parks Master Plan.

Funding will be used to assist in hiring a consultant to guide the City of Ashland in creating a City of Ashland Parks Master Plan document and develop a comprehensive vision for the City's park system through a staff and community input process

The goal of this project is to create a usable, concise document with the long-term organizational framework for improving parks and recreation (as it relates to parks) facilities to better serve the community. Master planning process will allow the City to assess current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements.

b. Project Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable) The project should have at least one task. If there are more than five tasks, please combine tasks if possible and/or provide additional detail in the Methodology section.

Task	Description
1. RFP	1. Creation of Request For Proposals and retention of a consultant to lead the project
2. Public Outreach	2. Host up to four public meetings/input/listening sessions
3. Publication	3. Creation of the City of Ashland Parks Master Plan
4.	4.
5.	5.

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Ashland is seeking funding to assist in the creation of the City of Ashland Parks Master Plan.

The City of Ashland has a current population of ~7,800 residents and is a regional hub that serves the greater Chequamegon Bay region. As a whole, the City employs 110 full time employees (FTE), 50 limited term employees (LTE), a proposed (2023) annual operating budget of

\$11,734,000 and a proposed (2023) Capital Improvements Projects Budget of \$5,632,00.

The City currently maintains 22 parks, 350+ acres of greenspace/parkland, 10 playgrounds, 4 public swimming beaches, 7 ballfields, 1 skate park, 11.5 miles of paved pedestrian trail, 2 miles of ADA compliant and primitive hiking trails, 7 pavilions, 2 municipal campgrounds and one 1 acre dog park with a staff of 4 FTEs, 10 LTEs and a \$533,000 operating budget for the Parks and Recreation Departments.

Historically the Parks, Public Works and Leisure Services Departments were all separate. In the early 1980s with the help of the Wisconsin Conservation Corp the Parks Department housed a staff of 8 FTEs, Public Works had a staff of 12 FTE and Leisure Services had 1.5 FTEs. In the late 1990's, the Parks Department was combined with the Public Works Department to create one large "workforce". Thru attrition and budget cuts, this workforce is now down to 12.5 FTE (11 Public work employees and 1.5 Parks Employees). In 2008, the Leisure Service Department changed its name to the Parks and Recreation Department, with 3 FTEs, to not only provide recreational programming to the community but to also assist in management of the parks. Though the staffing has decreased, our parks have not. Over the past 10 years the City has acquired the Ashland Oredock, 36 acres of former railroad land along Bay City Creek and the former NSP/Ashland Lakefront Superfund Site (Kreher Park).

During the COVID-19 pandemic many people (re)discovered outdoor recreation as the outdoors was a safe place to be. Public parks, campgrounds, trailheads and boat launches were the busiest they have ever been. This trend continued into 2022 and the City of Ashland experienced its two best camping revenue years in 2021 and 2022. Along with rediscovering outdoor recreation, the impacts of climate change could lead to more people moving to (and visiting) the Great Lakes region, including Ashland. Thus highlighting the need to improve and provide new amenities at and efficiently manage City parks.

A master plan will allow the City to assess its current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements. This master plan lays out an organizational framework for improving parks and recreation facilities, programs, and services to better serve the public. The master plan shapes the delivery of local government parks and recreation services, programs, and activities in a manner that is consistent with a local government's comprehensive plan and policy agenda.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above.

The goal of this project is to create a usable, concise document with the long-term organizational framework for improving parks and recreation (as it relates to parks) facilities to better serve the community. The master planning process will allow the City to assess current and future recreational needs, evaluate feasible options, develop a strategic action plan, and budget for long-term or phased-in development and improvements.

Funding will be used to assist in hiring a consultant to assist the City of Ashland in drafting a City of Ashland Parks Master Plan document and develop a comprehensive vision for the City's park system through a staff and community input process. . Each individual park will have be looked at and a plan created in context to its location, natural resources, and vision of the community. The document will provide guidance and policy direction for the City staff when it comes to park redevelopment, land acquisition, park donations and staff.

As stated above, this document will help create a long-term budget for development and improvement and could assist in creating the case to increase staffing at the parks level. According to the 2022 National Recreation and Parks Association (NRPA) Agency Performance Review communities have 8.9 FTE per 10,000 residents.

b. Describe how this project is part of an integrated effort or approach.

The proposed project will take into account the City's Comprehensive Plan: Authentic Ashland 2035, Waterfront Development Plan, the Comprehensive Outdoor Recreation Plan and the City of Ashland Strategic Plan to create a master planning document. This document will serve as guide to achieve several of the plans priorities, most important as stated in City of Ashland Comprehensive Outdoor Recreation Plan Goal 3: Create Master Park Plans for each park based on individual needs, and state and national standards.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

Type of Project

Wetland Protection and Habitat Restoration

Suggested Indicators

- Acres of habitat restored or protected

Nonpoint Source Pollution Control

- Reduction in tons of soil erosion/sedimentation

Great Lakes Education

- Number of people trained
- Projected audience

Coastal Resources and Community Planning

- Number of municipalities included in a plan
- Land area/coastline covered by the plan
- Type of coastal resource (e.g., habitat) protected
- Ordinances developed

Public Access and Historic Preservation

- Linear feet of coastline made accessible or acquired
- Acres Acquired

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

This proposal will assist in prioritizing coastal projects within the 7 waterfront parks (Prentice, Maslowski, Hot Pond, 6th Ave Beach, Kreher Park, Ashland Oredock, Bayview Park) and the Waterfront Trail. The project/plan will develop a strategic action plan and budget needed for improvements.

b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?

This proposal creates a planning document the City will use as a guide for the maintenance, upkeep and management of its City parks.

c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.

This project will address the high priority needs identified below:

International:

- Under the Great Lakes Water Quality Agreement (GLWQA), the governments of Canada and the United States have committed to restore and maintain the physical, biological and chemical integrity of the waters of the Great Lakes. From this the 2015-2019 Lake Superior Lakewide Action and Management Plan (LAMP) was created, section 9.0 ACTIONS, PROJECTS, AND IMPLEMENTATION Climate Change : Respond to Climate Change talks about the need to “Review and revise conservation, restoration and management plans, guidelines and regulations as required in response to projected climate change impacts”.

State of Wisconsin:

- The Primary actions for the 2017-2022 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) include:
 - collect data on Wisconsinites' participation in outdoor recreation;
 - survey visitors at a sample of properties, focusing on understanding the activities pursued, features and attributes that lead
 - people to visit the properties, visitors' satisfaction and travel-related spending;
 - update data on the supply of outdoor recreation opportunities, with a focus on properties open to the public for nature-based
 - outdoor recreation; and
 - develop priorities for future recreation funding.

Regional:

- A goal appearing in the “Comprehensive Economic Development Strategy” of Northwest Wisconsin Regional Planning Commission is to “protect, conserve, and encourage the efficient management of the region’s forest, water, land, and other natural resources”.

Local:

- City of Ashland Comprehensive Outdoor Recreation Plan 2019-2023 Goal 3: Create Master Park Plans for each park based on individual needs, and state and national standards.
- City of Ashland Waterfront Development Plan (2019): Strategic Action Plan numerous items pgs 66-69 mentions park improvements along the City of Ashland waterfront parks, greenspaces and trail
- City of Ashland Comprehensive Plan Authentic Ashland 2015-2035: Ashland Priorities: Protect and Connect the Lake, Knit the Urban Fabric Together and Sustainability. All three priorities mention park and greenspace improvements.

d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.
The City of Ashland’s Master Park Plan:

- Building credibility, support, and consensus from community members and stakeholders
- Informing citizens about a park’s needs and its community assets

- Identifying capital improvement goals that are needed to assess fiscal requirements and fundraising needs
- Guiding critical decisions about parks and recreation facilities, infrastructure, and services
- Developing recommendations and an implementation strategy

4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
 August 2023 – Create RFP
 September 2023 – Advertise for Qualified Consultant
 October 2023 – Hold Interviews and make recommendation to the Common Council for approval
 November 2023 – Hold first input session with municipal stakeholders; tour City parks
 January 2024 – Hold first public input session
 February 2024 – Hold second input session for the public and municipal stakeholders
 March – April 2024 – Write plan
 May 2024 – Draft plan released for public comments
 June 2024 – Final plan approved/adopted by Common Council
- b. Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.**
 City of Ashland Parks Master Plan Deliverables:
 1) Retain a consulting firm to assist with plan creation
 - Outcome #1 : Retention of a reputable and qualified firm
 2) Gathering of Public Input
 - Outcome #2 : Creation of stakeholder group and hosting of four (stakeholder and public) to gather input on the plan.
 3) Development of a City of Ashland Parks Master Plan
 - Outcome #3: Retained firm and City will compile public input to write the City of Ashland Parks Master Plan
 4) Approval and Implementation
 - Outcome #4 : City Staff and Retained firm will present plan to the Ashland City Council for approval and implementation.
 A public presentation and hearing will be held as part of the approval process.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?**
 An effective/usable master plan must involve input from City staff, community members, local stakeholders and government leaders. This proposal calls for up to four public input sessions or meetings. These meetings will be held around the City to encourage participation from all ages of City residents.
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.**
 NA

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(provide names, if known)</i>	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel		\$1,000	\$1,000
Supplies		\$1,000	\$1,000
Contractual (complete Table 2)	\$29,5000	\$27,500	\$57,500

The City of Ashland will consult with the Northland College Sustainable Community Development faculty and students to assist in the public input process. This group has been a key entity in spearheading the East End Community Park redevelopment

e. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

WCMP has funded the City of Ashland Comprehensive Outdoor Recreation Plan, Waterfront Development Plan and UDO Waterfront Overlay. These documents will be used as guides or references in the creation of the City of Ashland Parks Master Plan.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles and contributions).

The City of Ashland will enlist the help of Northland College Sustainable Community Development faculty and students to assist in the public input process.

b. Develop exceptional marketing, outreach, or education strategies.

The City will work with a consultant with experience in innovative outreach and educational strategies to create marketing materials not only for public input sessions but also for the final product. These plans will be ready to implement, not just take up space on a shelf.

c. Encourage coast-wide projects or solutions.

The proposed project will be a visible demonstration to other coastal communities on how plan integration across City Departments can happen.

d. Engage underrepresented communities.

The City of Ashland is located in the ceded territory of the Lake Superior Chippewa per 1854 Treaty of LaPointe; their history is underrepresented within the City and their input and vision will specifically be sought to help in the creation of the master park plans as Prentice Park and the Fish Creek Sloughs are of great cultural significance.

SUBJECT: Approval of the Amended Sidewalk Special Assessment Policy for the Levy of Assessments (*Public Works*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approved by Committee of the Whole, July 11, 2023

EXHIBITS: 1. Sidewalk Special Assessment Policy showing proposed changes

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

At the June 13, 2023 Committee of the Whole meeting, Public Works staff proposed changes to the City's Sidewalk Special Assessment policy to clarify the scope of the Hardship Policy for the Levy of Assessments that is currently administered by the City. Specifically, Public Works staff proposed removing policy provisions that require the deduction of the cost of previous sidewalk special assessments (last 20 yrs) from assessments levied for current projects. The City's administrative records require significant research and staff time in order to compile the necessary information.

Public Works staff also proposed removing policy references to the extension of special assessment repayment terms to 20 years in cases of hardship and allowing hardship benefits to be administered per the hardship policy, which allows for the deferment of special assessment repayment until the ownership of the property is transferred or the property owner no longer meets the income criteria.

Councilor Tochterman requested follow-up information on the income criteria associated with the hardship policy as well as information on the estimated number of homeowners who would be impacted by the proposed change regarding the deduction of previous assessments. The Planning Department assisted by identifying U.S. Census data that identified "quintiles" of income levels in the City. This data presents the mean income of City residents in specific ranges of income. For example, the lowest quintile presents the annual mean income of a single City resident, \$9,212, within the lowest 20% of incomes in the City. The next quintile presents the

annual mean income of a single City resident, \$23,749.00, within the lowest 40% of incomes in the City. The hardship policy currently utilizes Ashland County Housing and Urban Development (HUD) state for income criteria to evaluate the qualification of a property owner as a hardship. Property owners with income that falls below the Ashland County HUD data for "Very Low Income" are eligible for deferment. For FY2023, HUD data, the qualifying income limit for a single person is \$29,750.

The staff recommended no change to the hardship policy as it seems to be assisting the intended group of City residents, those with the 40-50% lowest incomes in the City. At their July 11, 2023 Committee of the Whole meeting, Council approved unanimously to move this policy forward for formal approval.

CITY OF ASHLAND, WISCONSIN SIDEWALK SPECIAL ASSESSMENT POLICY

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

1.0 PURPOSE

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

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

2.0 SPECIAL ASSESSMENT PROCEDURES

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

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

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

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

3.0 ASSESSMENT BASIS

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

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

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

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

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

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

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

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

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

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

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

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

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

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

- h) Retaining Walls: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall

will therefore be split, with 50% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 50% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

- i) ~~Expected Service Life: Sidewalks and related infrastructure are judged to have a normal useable life expectancy. For the purposes of determining whether or not special assessments apply to properties, the expiration of an expected service life shall be the governing criterion. Sidewalks beyond the expected service life as noted below shall be assessed; those within the service life shall be exempt from assessments. For the purpose of this policy, the life expectancy for sidewalk improvements is as follows:~~

~~Pedestrian Handicap Ramps/Truncated Dome Devices—20 years
Sidewalks—20 years~~

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of special assessments.

- a) Special assessments shall be for approximately 50% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.
- b) Special assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.
- c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.
- d) Assessments shall be due in full upon sale or transfer of the property.
- e) The payment of special assessments ~~through installments may be extended in cases of hardship. Repayment terms may be extended to 20 years of equal installments (per 66.0715) if a resident so chooses may be deferred in case of hardship in accordance with the City's Hardship Policy for the Levy of Assessments.~~

6.0 MISCELLANEOUS PROVISIONS

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

- a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.
- b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.
- c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.
- d) The City of Ashland's utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).
- e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to special assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.
- f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.

SUBJECT: Approve an Ordinance to Amend Chapter 705 (1415) Water Utility Rules, Rates, and Regulations, Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approved by Committee of the Whole, July 11, 2023

EXHIBITS: 1. Proposed Ordinance 2023-1986

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The use of shared water laterals is discouraged for a variety of reasons. For water, shared laterals prevent the disconnection of water service in cases of non-payment, while maintenance/repair needed on one building connected to the shared lateral would then require disruption in water service for the other building.

Water laterals are governed by City Ordinance 705 Water Rules, Rates and Regulations. Public Works and Planning staff collaborated on an approach to revise the ordinance to require the construction of new water and sewer laterals and associated connections for each building being provided with new water service. However, the proposed revisions would allow for the use of shared laterals to be allowed in cases where the two buildings shared a common roof line. One of the reasons why the separation of water laterals is recommended at the time of new construction is that any future parcel subdivision would likely require the separation of laterals at the time of property sale. The reason this exemption would be made is that a shared roof line significantly decreases the likelihood that the parcel would be subdivided in the future. Shared water laterals would be reasonable to be permitted in these instances as a cost-saving measure.

The proposed changes to Ordinance 705 have been developed in consultation with the City Attorney's office.

At their July 11, 2023 Committee of the Whole meeting, Council approved to move the proposed changes forward for formal approval.

Sequential Ordinance No. 2023-1986
Chapter No. 705 (1415)

ORDINANCE TO AMEND CHAPTER 705 (1415) WATER UTILITY RULES, RATES, AND REGULATIONS, ASHLAND CITY ORDINANCES,

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of July 25, 2023, for the purpose of amending Chapter 705 (1415) Water Utility Rules, Rates, and Regulations, Ashland City Ordinances.

Section I:

705.17. Installation of House Laterals *shall be amended with the addition of the following:*

(c) Prohibition on Shared Lateral for New Building. No user shall connect a new building to an existing water service lateral on an existing building on the property unless both buildings share a roof line. If the new building will not share a roof line with the existing building after construction is complete, a new water service lateral shall be installed for the new building. For the purposes of this subsection, “new building” means any building that does not currently have water service connected.

Section II:

705.20 Maintenance of Services *shall be amended to read as follows:*

(a) All water services within the limits of the City from the street main to the property line and including all controls between the same will be maintained by the Water Utility without expense to the property owner, except when they are damaged as a result of negligence or carelessness on the part of the property owner, a tenant, or an agent of the owner, in which case they will be repaired at the expense of the property owner. All water services from the point of maintenance by the Utility to and throughout the premises must be maintained free of defective conditions, by and at the expense of the owner or occupant of the property.

(b) When any portion of water service is to be relaid, for any reason, and there are two or more buildings on such service, each building shall be disconnected from such service and a new water service shall be installed for each building, at the expense of the Owner of the property, within one hundred eighty (180) days after official notice from the City to do so. If it is discovered through City water service maintenance activities, that two or more buildings are connected on water service, each building shall be disconnected from such service and a new water service shall be installed for each building, at the expense of the Owner of the property, within one hundred eighty (180) days after official notice from the City to do so.

Section III:

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

PASSED:	July 25, 2023	_____
PUBLISHED:	August 1, 2023	Councilperson

ATTEST:	_____	_____
	Denise Oliphant, City Clerk	Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve an Ordinance to Amend Chapter 711 (1525) Ordinance for a POTW and Collection System, Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Approved Unanimously by Committee of the Whole, July 11, 2023

EXHIBITS: 1. Proposed Ordinance 2023-1987

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The use of shared water/sewer laterals is discouraged for a variety of reasons. For sewer, the primary reason is that activity in one building (disposal of waste not suitable for the sewer system) connected to the shared lateral could lead to a sewer backup in the other building.

Sewer laterals are governed by City Ordinance 711 Ordinance for a POTW and Collection System. Public Works and Planning staff collaborated on an approach to revise the ordinance to require the construction of new sewer laterals and associated connections for each building being provided with new sewer service. However, the proposed revisions would allow for the use of shared laterals to be allowed in cases where the two buildings shared a common roof line. One of the reasons why the separation of sewer laterals is recommended at the time of new construction is that any future parcel subdivision would likely require the separation of laterals at the time of property sale. The reason this exemption would be made is that a shared roof line significantly decreases the likelihood that the parcel would be subdivided in the future. Shared sewer laterals would be reasonable to be permitted in these instances as a cost-saving measure.

The proposed changes to Ordinance 711 have been developed in consultation with the City Attorney's office.

At their July 11, 2023 Committee of the Whole meeting, Council approved to move the proposed changes forward for formal approval.

Sequential Ordinance No. 2023-1987
Chapter No. 711 (1252)

**ORDINANCE TO AMEND CHAPTER 711 (1252) ORDINANCE FOR A POTW AND
COLLECTION SYSTEM, ASHLAND CITY ORDINANCES,**

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of July 25, 2023, for the purpose of amending Chapter 711 (1252) Ordinance for a POTW and Collection System, Ashland City Ordinances.

Section I:

711.04 Management, Operation, and Control *shall be amended to read as follows:*

711.04(b) Maintenance of Services. The Owner shall maintain sewer service from the street main to the house and including all controls between the same, without expense to the Wastewater Utility, except when they are damaged as a result of negligence or carelessness on the part of the City of Ashland. All sewer services must be maintained free of defective conditions, by and at the expense of the Owner or occupant of the property. When any portion of sewer service is to be relaid, for any reason, and there are two or more buildings on such service, each building shall be disconnected from such service and a new sewer service shall be installed for each building, at the expense of the Owner of the property, within one hundred eighty (180) days after official notice from the City to do so. If it is discovered through City sewer service maintenance activities, such as sewer main televising, that two or more buildings are connected on sewer service, each building shall be disconnected from such service and a new sewer service shall be installed for each building, at the expense of the Owner of the property, within one hundred eighty (180) days after official notice from the City to do so.

Section II:

711.05 User Rules and Regulations *shall be amended with the addition of the following:*

711.05(n) Prohibition on Shared Lateral for New Building. No user shall connect a new building to an existing sewer service lateral on an existing building on the property unless both buildings share a roof line. If the new building will not share a roof line with the existing building after construction is complete, a new sewer service lateral shall be installed for the new building. For the purposes of this subsection, “new building” means any building that does not currently have sewer service connected.

Section III:

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

PASSED: July 25, 2023
PUBLISHED: August 1, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Revised Request for Proposal for Professional Services Agreement with Right of Way Professionals, Inc. for Real Estate Acquisition Services for the 2024 Prentice Avenue, Phase 1 Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Revised Right of Way Professional Services, Inc. Request for Proposal, June 6, 2023

EXPENDITURES REQUIRED: \$38,651.95 Fund 680 Water Utility
\$ 7,418.05 Fund 470 Street Improvements
\$46,070.00 Total Cost

AMOUNT BUDGETED: \$ 9,904.89 Fund 680 Water Utility
\$25,905.11 Fund 470 Street Improvements
\$35,810.00 Total Cost

APPROPRIATION REQUIRED: \$28,747.06 Fund 680 Water Utility

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

The 2024 Prentice Avenue Phase 1 Reconstruction Project consists of the reconstruction of Prentice Avenue from 6th Street East to 11th Street East. At the September 8, 2020 meeting, the Council approved a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WI DOT) for the project, which has a total estimated cost of \$1.935 million. At the June 14, 2022 meeting, the Council approved a three party agreement with the WI DOT and Short Elliot, Hendrickson (SEH) for engineering design services.

The WI DOT is providing \$1.247 million for 80% of the cost of roadway construction. The City will be responsible for a 20% match of roadway construction costs, totaling \$312,358. In addition, the WI DOT considers costs associated with water and wastewater infrastructure to be non-participating work, so the City will replace the existing water main in coordination with the road construction at an estimated cost of \$400,000.

At the February 28, 2023 meeting, the Council approved an agreement Right of Way Professionals, Inc to handle real estate acquisition for the project, specifically the acquisition of temporary land easements (TLEs). The WI DOT requires that the City use a firm certified for real estate acquisition for this purpose. The initial agreement with Right of Way Professionals was scoped as TLE acquisition for 47 property owners. Working in coordination with SEH, the need for TLE acquisition has grown to 59 parcels.

In addition, the initial agreement with Right of Way Professionals was executed prior to the completion of preliminary design activities. At the time, it was assumed that the majority of the TLE acquisition would be necessary for sidewalk installation. Further design development has concluded that the majority of the TLE acquisition is necessary for water service line installation.

Right of Way Professionals is requesting an amendment to the agreement with the City in the amount of \$10,260 to accommodate the additional parcels. The rate of \$730 parcel remains unchanged but the request Council also includes \$3,000 for a WI DOT required sales study that was excluded from the amount authorized for the original proposal due to a staff error. The cost sharing of Right of Way Professionals services are also adjusted accordingly between Fund 470 Street Improvements and Fund 680 Water Utility through Council approval of the amendment.

It is possible that the WI DOT will provide the above-described 80% cost share on the cost of these services and real acquisition that is associated with Fund 470 Street Improvements. Staff recommends Council approval of the amendment to the agreement for real estate acquisition services.

RIGHT OF WAY PROFESSIONALS, INC.

PROJECT MANAGEMENT, APPRAISAL, ACQUISITION, RELOCATION & PROPERTY MANAGEMENT

June 6, 2023 - Revised

VIA: E-Mail

Mr. John Butler
Director of Public Works
City of Ashland
601 Main St. W
Ashland, WI 54806

Re: Request for Proposal - Real Estate Services
Project ID: 8895-00-14
Prentice Ave.
City of Ashland, Ashland County

Dear Mr. Butler:

Thank you for allowing our firm to provide a cost proposal for real estate services on the above noted projects. It is understood that currently, there are 59 parcels requiring the acquisition of property interests. As part of this proposal, Right of Way Professionals, Inc. (RWP) will coordinate the completion of the following services in accordance with applicable Federal and State laws and WisDOT guidelines.

1. TITLE REPORTS AND UPDATES OF TITLE – It is proposed that initial title reports be obtained from the engineering firm that prepared the right of way plat of the project. Recording costs are included in the acquisition cost section below.

2. SALES STUDY – Upon our review, we consider all parcels to be nominal in nature. The parcels affected appear to be all be residential in nature and all have access to municipal sewer and water. Our cost from providing the needed sales study is proposed to be \$3,000.00.

3. APPRAISALS & APPRAISAL REVIEWS – At this time, all of the parcels are considered nominal acquisitions and do not require appraisals or appraisal reviews. Costs for any needed appraisals and reviews will be additional to this proposal.

4. NEGOTIATION AND ACQUISITION SERVICES – RWP will provide the negotiation and acquisition services for the project. All our agents are State approved to provide acquisition services on state-funded projects. As indicated above, there are about 59 properties that are all considered to be a nominal acquisition. RWP will make all reasonable efforts to acquire parcels that cannot be condemned. It is proposed that RWP will invoice the total per parcel rate of \$730.00 for any non-condemnable parcels that cannot be acquired.

Our fee schedule is proposed as follows:

Nominal Acquisitions (59 @ \$730/parcel)	\$43,070.00
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The negotiation and acquisition services will be performed in accordance with all State and Federal laws and WisDOT policies and will include the completion of the following tasks:

- Preparation of letters of introduction to property owners.
- Preparation of offering prices (to be approved by the acquiring agency).
- Preparation of waivers of appraisals for nominal parcels.
- Negotiation and acquisition of all parcels.
- Preparation of Nominal Appraisal Reports for those parcels whose owners request an appraisal be completed to determine the offering price of the nominal parcel.
- Review of owner appraisals when applicable.
- Preparation of Jurisdictional Offers (in coordination with the agency legal counsel).
- Preparation of Awards of Damages (in coordination with the acquiring agency legal counsel - any costs incurred after the issuance of the Award of Damages will be considered additional and will be the responsibility of the acquiring agency).
- Recording of conveyances and the submittal of payment for lands acquired.
- Status reports will be made by RWP to the acquiring agency upon request.

Our fees for providing the above noted services are listed below.

SALES STUDY	\$ 3,000.00
TITLE REPORTS AND UPDATES OF TITLE (To be provided by engineering company)	\$N/A
APPRAISAL SERVICES	\$N/A
<u>NEGOTIATION & ACQUISITION SERVICES</u>	<u>\$43,070.00</u>
TOTAL	\$46,070.00

Again, thank you for allowing us to provide a proposal for this project. If you have any questions or require further information, please call me at (715) 830-0544.

Sincerely,



David J. Selissen
President

SUBJECT: Award a Bid to Contract for Repair of 514 Main Street West Building (*Administrator*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Administrator

EXHIBITS:

EXPENDITURES REQUIRED: TBD- Information to be provided at meeting

AMOUNT BUDGETED: -\$0-

APPROPRIATION REQUIRED: TBD- Information to be provided at meeting
Appropriation of American Rescue Plan Act (ARPA) funds will be requested.

TREASURER'S CERTIFICATE: TBD- Council Approval Contingent Upon Treasurer Certification of Compliance with Ordinance 923.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

In May 2022, the City acquired the building located at 514 Main Street West with the intent of repairing the elevator shaft, which was added in 2004 and is settling due to the lack of an adequate foundation. This settlement of the elevator shaft has been leading to the displacement of the southern wall of the original building.

City staff developed a contract package for repair of the building wall for 514 Main Street West, which includes stabilization and lifting of both the elevator shaft walls and the southern wall of the original building. Stabilization is accomplished by driving piers or other supporting apparatuses to an appropriate depth and securing them to the building. Voids from lifting are filled with structural supporting material.

The work was bid as public construction per [Wisconsin State Statute 62.15](#). The bidding period was extended to allow maximum flexibility for interested contractors to provide a bid. Results and a staff recommendation for bid award will be presented at the meeting.

SUBJECT: Approve a Lighting Improvement Grant Program Agreement with Copper Pasty, 417 Main Street West (*Main Street Manager*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Ashland Main Street Program

CLEARANCES: Main Street Board - unanimously recommended for approval on July 6, 2023

EXHIBITS:

1. Lighting Improvement Grant Program Agreement
2. Copper Pasty - Storefront Lighting Consultation Summary
3. Lighting Improvement Grant Program Guidelines

EXPENDITURES REQUIRED: \$ 2,318.00

AMOUNT BUDGETED: \$50,000.00 - ARPA funds, designated by the Council for the Downtown Facade Program on March 29, 2022

**APPROPRIATION
REQUIRED:** \$0

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on July 14th, 2023 that Copper Pasty is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. A central tenet of the Comprehensive Plan is that "Authentic Ashland means we like who we are, and we honor who we are. We choose to significantly invest our time and resources in our arts, in our cultural history, and in our architecture" (p. 19). The Comprehensive Plan prioritizes City investment in the downtown as the heart of the community, with preservation of historic resources, promotion of place-based entrepreneurialism, and stimulation of the downtown as "a regional center of activity" all stated goals which the proposed grant agreements would help to further. The grant criteria for this program specifically work to preserve Ashland's historic resources, promote storefront activation, and improve perceptions of safety and security in the downtown district.

SUMMARY STATEMENT:

In October 2022, the Main Street Board organized a workshop for downtown businesses and property owners on lighting best practices, which included two presentations on exterior and interior lighting by the Lighting Design Consultancy group, *Frontdoor Back*. Following the presentations, Frontdoor Back provided

individualized consultations to ten business and property owners, resulting in a customized Lighting Summary Report. The Lighting Improvement Program is seeking to fund the strategic lighting recommendations summarized in these reports.

The criteria for the Lighting Improvement Program were established by the Main Street Board in the winter of 2022-2023 prior to receiving any proposals for the grant program. The grant criteria selected were identified to further the Comprehensive Plan goals, the City Strategic Plan, and the Ashland Main Street Strategic Plan, to support the installation of additional exterior lighting in the downtown district to improve the overall nighttime visibility of the district. Specifically:

1. Support the installation of architectural and/or ridgeline lighting to help visitors identify significant buildings in the community, illustrate the unique elements of the downtown, and celebrate the historic nature of the district;
2. Support the installation of pathway lighting to facilitate safe, well-lit paths for pedestrians navigating the downtown district;
3. Support the installation of entryway lighting to help define the physical entrance to a storefront and create a safe environment for employees when entering and leaving the building;
4. Support the build-out of additional window display lighting fixtures to increase businesses' ability to enliven the visitor's experience of downtown and effectively showcase their products or services beyond their hours of operation; and
5. Support the installation of signage lighting to increase business visibility and help visitors orient themselves and better identify destinations within the district.

A full list of Grant Program Guidelines is attached.

The Main Street Board accepted applications for the Lighting Grant Program from business/property owners who participated in the Lighting Workshop. The applications were reviewed by Main Street and Planning & Development staff based on the pre-established criteria and the City's UDO standards. Main Street staff recommended funding levels to the Board, with a 1:1 match for grant funding. Ten storefronts were eligible, with four ready, pending Council approval, and the rest to be considered as more applications come in. The Main Street Board is accepting applications on a rolling deadline. Upcoming deadlines for application submittal: June 26 and July 31, 2023.



Lighting Improvement Grant Program Agreement

Re: 417 Main St W – Lighting Improvement Grant Agreement

Dear Victoria Peters,

I am writing to confirm that at the July 6th, 2023 meeting, the Ashland Main Street Board recommended approval of your application for a Lighting Improvement Grant for the planned building renovations at 417 Main Street West. Therefore, the City will provide up to **\$2,318.00** in grant funds to support the lighting improvements noted in your application and approved by the Main Street Board, subject to the following conditions:

1. Agreement: This document will serve as the development agreement between you and the City of Ashland. Please sign and date the document in the appropriate location below and return the original to my attention at the address noted above.

2. Project: The project shall follow the complete work description, including fixture style and bulb choice, as recommended in the Light Summary Report provided by Lighting Consultancy group, Frontdoor Back, Inc following the site visit on October 27, 2022. Any changes to the project will require approval prior to any work being done. Please contact the Ashland Main Street Program regarding any changes with respect to the project.

Approved project activities for 417 Main Street West and conditions of approval include:

- Interior lighting – pendant lights over dining room tables, track lights over dining room window, and pendent light over serving station
- Entryway lighting
- Signage lighting

The lighting and fixtures that are funded through the Lighting Grant Program are required to remain with the property, irrespective of any change in the location of the business.

3. Project Deadline: In consideration of the City's commitment to provide the grant funds described above, you agree to complete the exterior building renovations at 417 Main Street West with a project completion date of no later than November 1, 2023. Any grant extensions must be requested and approved by the Main Street Board prior to November 1, 2023. Requests shall be submitted in writing to ashlandwimainst@gmail.com.

4. Permits & Inspections: The applicant shall obtain all necessary permits and approvals prior to commencing any work. All required inspections must be completed and approved by the required officials. Failure to obtain Building Permits prior to commencement of work can result in revocation of grant funding approval and/or requirement for repayment of disbursed grant funds by the applicant.

6. Final Report: The applicant shall complete a final report to be submitted prior to reimbursement. The applicant shall report the number of additional lightbulbs installed in the building, and before/after pictures of the project activities.

5. Release of Funds: Upon completion of the entire project, you will need to submit final report documents and copies of all invoices related to the lighting improvements for reimbursement. The invoices/receipts shall clearly explain the related work (e.g.: \$ for installation of _____). Requests should be submitted to the Ashland Main Street Program at ashlandwimainst@gmail.com.

6. Advertisement & Promotions: The applicant hereby grants to the Ashland Main Street Program and City of Ashland unrestricted rights to use the above-mentioned project in any promotions or advertisements of the community. If you have any questions or require additional information, please do not hesitate to call or e-mail me (contact information below).

7. Advisory Role: The applicant accepts the services of the Ashland Main Street Program and the City of Ashland to act as an advisor in connection with the repair, remodeling or rehabilitation services on the property. the Ashland Main Street Program and the City of Ashland will not charge for their technical service.

8. Hold Harmless and Indemnification: By accepting this agreement and the services of the Ashland Main Street Program and the City of Ashland to act as an advisor in connection with the repair, remodeling or rehabilitation services of this project, the applicant further agrees to hold harmless, indemnify, and defend the Ashland Main Street Program, the City of Ashland, and their officials, employees, members, officers, and directors, from any loss, damage, cause of action or any claim of any kind in any way related to the Grant, the Grant application, the approved work, or other services provided.

Thank you for your commitment to improving your building and your contributions to Ashland's downtown. We would like to wish you the utmost success with your project, and look forward to working with you!

Sincerely,

Jaclynn Findlay

Jaclynn Findlay

City of Ashland, WI (601 Main St W, Ashland, WI 54806)
Main Street Manager
715-685-1611
jfindlay@coawi.org

I have read and understand the conditions of this agreement. By signing this document, I hereby accept and agree to the terms and conditions stated above.

Applicant:

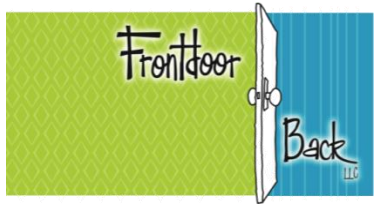
Printed Name _____ Signature _____ Date _____

Phone Number: _____ Email: _____

Property Owner (if different):

Printed Name
Signature
Date

SEANETTE CORKILL and ANNE MARIE LUTHRO of
FRONTDOOR BACK



CELL: 360.281.3853

EMAIL: SEANETTE@FRONTDOORBACK.COM

WEB: FRONTDOORBACK.COM

DATE: December 10, 2022

SITE VISIT: Wednesday, October 26, 2022

CLIENT: **Copper Pasty**, Ashland, WI

PROJECT: Storefront Lighting Consultation Summary

OBJECTIVE: Summary of top-level observations and recommendations following a
1-hour on-site consultation

COPPER PASTY

Victoria,

It was great to see what a fantastic space you are creating in downtown Ashland. I appreciate that you're interested in making your restaurant the best it can be. Lighting plays a key role in that— inside and out!

I have summarized our recommendations and thoughts in the following pages and focused on WHAT to do more so than WHY or HOW to do it (because we covered that during the consultation). If you have questions about anything in the report or want to discuss further consultation, please call or email. I'm excited for your growth and changes and love being a part of it.

Sincerely,



Seanette@frontdoorback.com
360-281-3853



Seeing Main Street in a Whole New Light:

Presentation Refresher

Exterior: The 6 layers of light

1. **RIDGELINE** Defines an area or building or business
 2. **ARCHITECTURAL** Highlights or creates significant architectural detail
 3. **SIGNAGE** Properly illuminates signage
 4. **PATHWAY** Illuminating liminal spaces to provide support for safe and comfortable circulation around the district
 5. **ENTRY** Highlighting the primary entrance
 6. **WINDOW** Interior display lighting that keeps windows active "24/7"
-

Interior: The 6 layers of light

1. **WINDOW** Illuminating the products/props in the window display that "sell" the store
2. **AMBIENT** A general lighting wash that illuminates the space overall but directs the eye nowhere in particular
3. **PRODUCT** Focused light that communicates colors, adds drama and sells the product.
4. **DECORATIVE** Lights/fixtures that are meant to be seen. These lights add interest and character and support the overall design.
While they may provide some light, it's not their first job.
5. **TASK** Lighting that helps accomplish a specific task such as accepting payment, thorough product investigation, or seeing a product fit in a fitting room.
6. **ACCENT/ARCHITECTURAL** Lighting that accentuates specific features of the space or of a fixture

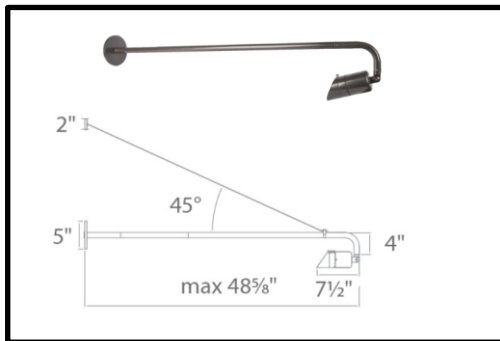
COPPER PASTY: Signage Lighting



Placement: While we traditionally recommend that signage lights be located above and perpendicular to the sign face so they can be aimed down, the space limitations on your storefront necessitate a next-best approach to adding light to your sign.

Pink dots identify two locations adjacent to the sign where power could be run (vs re-positioning the sign lower on the storefront to make room for the base plate of the light).

Fixture style: A straight-arm bullet light with a cowl accessory attachment to keep the light shielded and focused on the sign face is pictured below. The fixture is intentionally minimalistic to not draw attention to itself.



Bulb choice: This style of fixture typically comes with an integrated LED. Choose 2700K or 3000K color temperature. Otherwise, select a fixture that would hold a PAR20 LED with the same 2700-3000K range.

COPPER PASTY: Projecting Sign



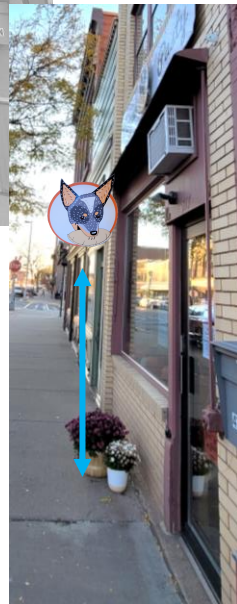
Placement: While we traditionally recommend a projecting sign be located at or close to the doorway to cue pedestrians where the entrance is, its primary purpose, aside from wayfinding, is to alert pedestrians to your presence. Again, limitations on your storefront and the proximity to your neighbor's signage and entrances necessitate a next-best approach to adding a projecting sign.

The pink dot in the black and white photo illustrates the location for the projecting sign. (To be centered with the storefront sign— beneath the dog's head.)

Fixture style: Straight-arm projecting sign bracket with integrated lights (This fixture is intentionally minimalistic to not draw attention to itself.)

Bulb choice: LED PAR 20, 2700K color temperature

Keep in mind that the sign you hang will need to be a certain distance above the sidewalk. Many cities require a minimum height of 8 ft. Check the City of Ashland's sign code. The sign here should be as simple as possible. Your graphic of the dog head holding a pasty with the circle behind it would be a strong, simple approach.



COPPER PASTY: Entry Lighting



Remove the existing safety light and address numbers.

Placement: Install a downlight centered within the width of the transom area above the door.

Fixture style: Utilize a fixture that provides light on the walking surface. There are two approaches to consider: a simple cylinder downlight or a gooseneck (which adds personality to the storefront but requires a bulb that delivers a softer, less focused light). See examples of these fixture and bulb options below.

Bulb choice:

Cylinder downlight: LED PAR30 short neck in 2700K

Gooseneck: Frosted globe (G30 ~ 3.75inch dia.) in 2700K



*Cylinder Downlight
with 6" dia. opening*

*Goosenecks with min.
12" dia. shades*



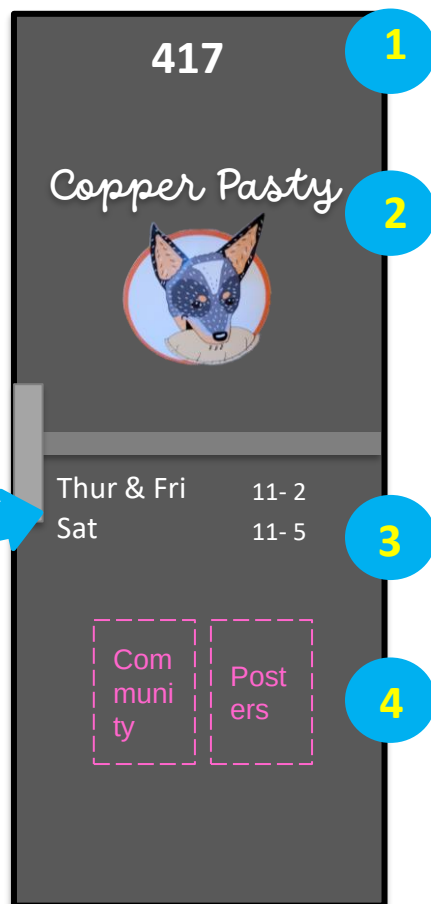
Bowl shade



Warehouse shade



COPPER PASTY: Door Protocol



1. STREET NUMBER— Because the address numbers will need to be removed from above the door, their new home will be on the door. Use plain white vinyl numbers centered at the top of the glass (min 4" tall).
2. If allowed, remove the "ENTRANCE" lettering. Position your STORE NAME in plain white vinyl and logo about eye level. Be mindful of the size of the decal— it shouldn't be larger than 1/3 the width of the glass. Place an exact but reversed copy of the logo on the inside of the glass so patrons won't see a blank shape upon exit. (Don't worry about folks seeing the back side of the lettering though.) If you cannot use this exterior door for your business information, use this same protocol to position your STORE NAME on the interior entrance door.
3. STORE HOURS— Rather than printing store hours on paper and posting them, adhere them to the glass in white vinyl. As you have, continue to keep the text regarding operating hours as concise as possible. Do not combine the hours of operation with other information (such as pricing or after-hours pickup notes). The lettering for the hours information needs to be readable from the curb— about 1.5 inches tall.
4. COMMUNITY SPACE— Continue to utilize the exterior door for community posters. Keep posters beneath the push bar. See the reference pages at the end of the report for best practice poster mounting accessory. Remember to get two of any promo materials so they can be double-faced (to be readable from inside, too).

COPPER PASTY: Summary of Storefront and Lighting Recommendations

Signage

- Add two bullet lights to flank the storefront sign
- Add a projecting sign with integrated light above the window, to be centered with the storefront sign (beneath the dog's head)

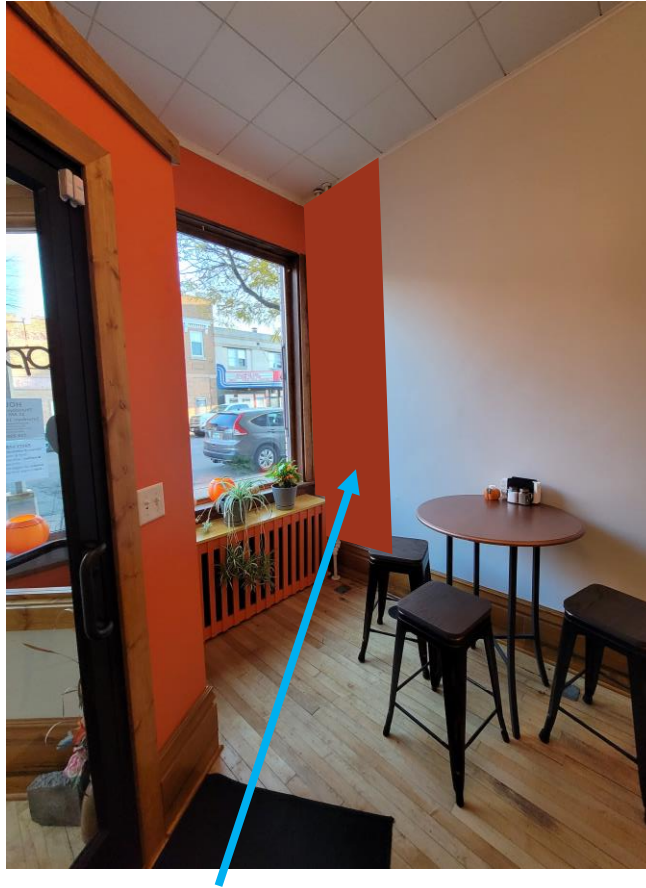
Entryway

- Install a downlight (gooseneck or cylinder) centered within the width of the transom area above the door

Door

- Add name and hours of operation to exterior door. If this is not an option, follow protocol for installing name and logo on interior door and position the hours of operation on the front window. Continue to utilize front window for menu.

COPPER PASTY: Miscellaneous Interior

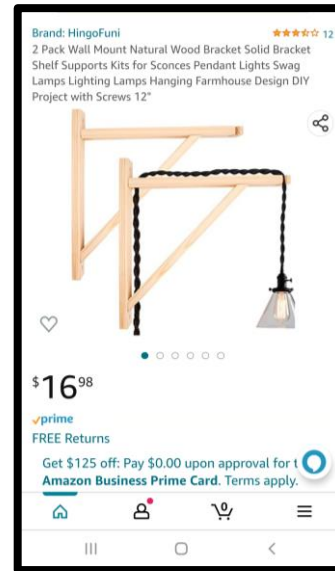


To inject some fun and energy into your space with more of your orange, paint a wide vertical column of orange at the front of the space. Tie it in with the orange on the front wall as shown above. It will be visible from outside as patrons approach your restaurant.

COPPER PASTY: Miscellaneous Interior



Illustration of the power of a great mural and how it enlivens the spaces. You have a great wall to work with



We discussed hanging lights over each of the bar-height tables. Here was an option I liked.



We discussed alternating the placement of the two table heights and then placing a pendant light at each taller table to bring more intimate dining lights (lower and closer to the table) to the space. Candlelight, as an example, would be the MOST intimate of options.

REFERENCES:

REFERENCES: Projecting sign brackets with integrated lights

**Option
A**



Examples of different bracket styles that come in different lengths.

53" Classic Lighted Sign Bracket Kit

\$429.85 + shipping + LED light bulbs

www.hooksandlattice.com/classic-sign-lighting-3.html



PAR20 LED 7w

2700K

40 degree

SATCO

Model# S29405

**Option
B**



30in. Triangle Ball Lighted Sign Bracket Kit

\$299.85 + shipping + LED light bulbs

www.hooksandlattice.com/triangle-sign-light-bracket.html

**Option
C**



40in. Universal Straight Arm Lighted Bracket

\$379.85 + shipping + LED light bulbs

www.hooksandlattice.com/lighted-universal-brackets11.html

REFERENCES: Blade sign bracket with integrated lights

Option A



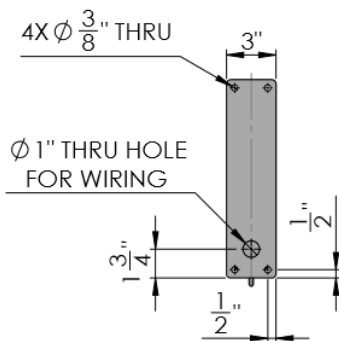
Extension arms for the light fixtures project out approx. 12" from main arm (alternate arm lengths are available)

Included light fixture housings are approx. 5.5" long x 3" diameter (note: Par 20 bulbs not included)

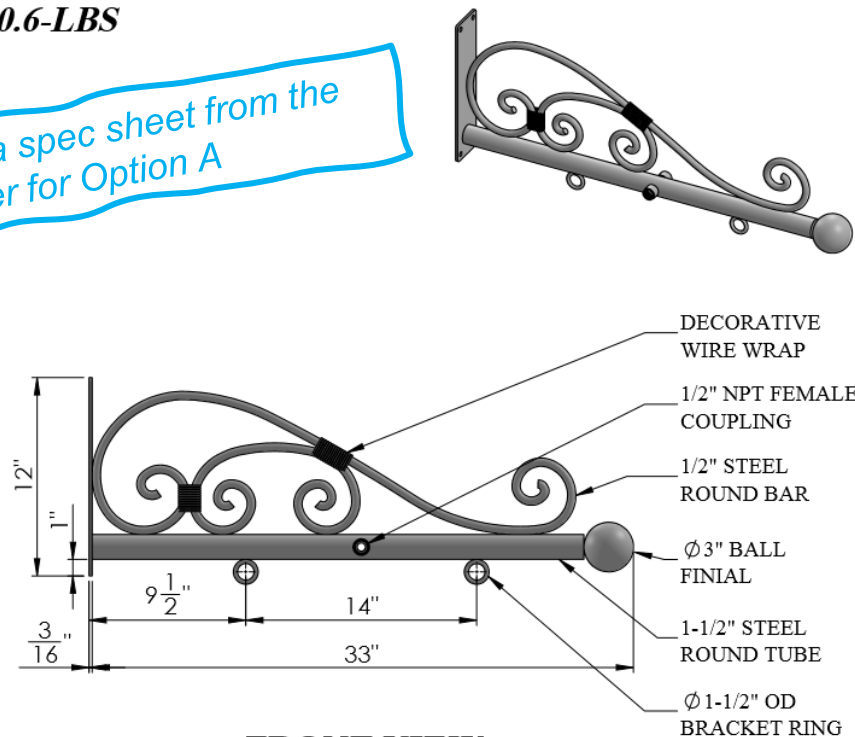
Bracket only weight = 11 lbs mounting hardware not included

BRACKET WEIGHT: 10.6-LBS

Example of a spec sheet from the manufacturer for Option A



SIDE VIEW



FRONT VIEW

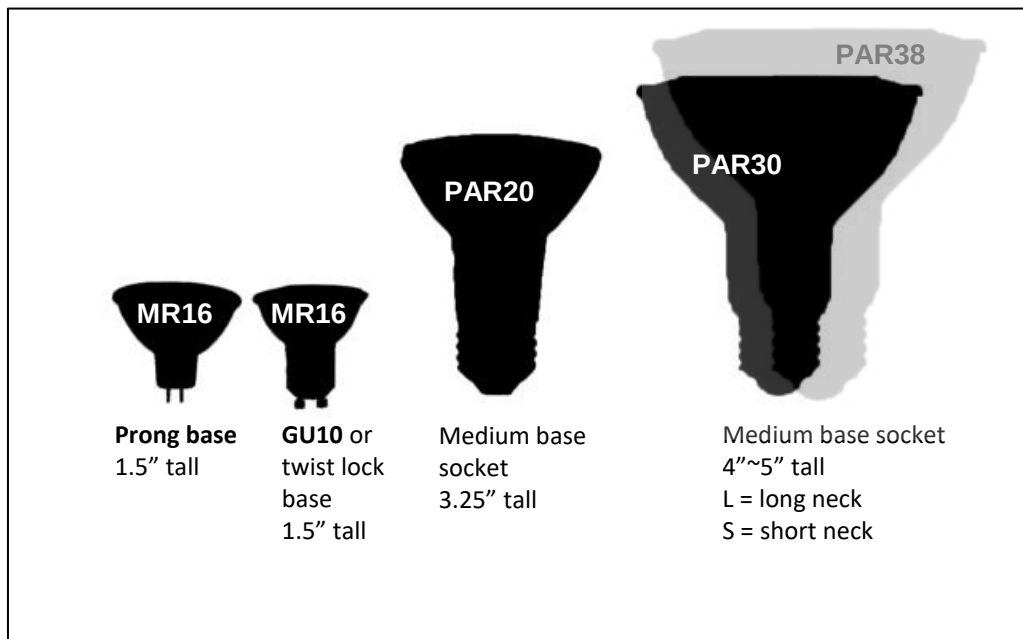
Date: 06/2015
Scale: NTS
DB: CF
CB:
Order#:

Content: 33" Classic Lighted Sign Bracket
PN: 377B-WL-BF-33
Color/Finish: Textured Black Powder Coat
Customer Approval: _____

Design by Sign Bracket Store. All visual representations and designs are the intellectual property of Sign Bracket Store and protected under copyright law. Any duplication of this design is in direct violation of the law and will result in legal action.
© Copyright 2008-2015

SIGN BRACKET STORE
By Hooks & Lattice signbracketstore.com
T: 888-919-7446 F: 760-603-0812

REFERENCES: Commercial LED Light Bulbs for Retail Use



STYLE / DIAM

PAR (short for parabolic aluminized reflector) is the previous name for the style of the lens that is needed. PAR style bulbs typically have flat fronts and send out a focused beam of light.

“16” or “20” or “30” refer to the diameter of the face of the lens (bigger # = wider face)

High Ceiling: PAR30 or PAR 38

Low Ceiling: PAR20

Close to products: MR16

AVOID frosted and domed or bulb lenses

COLOR / APPEARANCE

The **Kelvin** number refers to the appearance of the color of the ‘white’ light ranging from warm to cool.

CRI (Color Rendering Index) indicates how true the colors of the product appear under a particular bulb.

Kelvin: 2700K or 3000k
CRI: 90 or greater

LUMENS

Lumens is the volume of light being emitted by the LED bulb. (Old terminology related to output for incandescent and halogen bulbs was watts). Watts was and is simply the energy being used.

OLD equivalency	NEW
100 watts	1600 lumens (16-18w)
75 watts	1100 lumens (13w)
60 watts	800 lumens (9-10w)
40 watts	450 lumens (6w)

BEAM SPREAD

Spread refers to the size and shape of the light beam coming from the bulb. It is expressed numerically in degrees of angles or with adjectives such as “spot” or “flood”. Think of the beam of light like water coming out of a spray nozzle that you can adjust for a wide or narrow flow.

Spot and Narrow Spots

Flood and Narrow Flood

Choices depend on how far away the product is, lumens needed, size of the area needing light and the effect desired.

REFERENCES: Tapeless Signage Holder

Instead of tape when affixing information on windows or doors, this product offers an easy, flexible way to add and then easily reposition posters for events you choose to support.



Reusable Frame - 8.5"w x 11"h
1/2" Black Border 5/Pack

<https://www.magikframe.com/>

<https://stmdisplays.com/poster-sign-holders/magik-frame>

Also available in 11" x 17" and other sizes and orientations
Order with Black (recommended) 1/2" border clings



LIGHTING IMPROVEMENT GRANT PROGRAM GUIDELINES

Purpose

Good lighting plays an important role in creating a safe and functional downtown district. Great lighting goes even further and not only creates a safe environment, but successfully engages and delights visitors and residents alike, helping them create meaningful connections with the community. Lighting is also an effective economic development tool because when people feel safe and relaxed in a district, they engage more productively with businesses and ultimately spend more time and more money downtown.

Attractive and effective district lighting is built in layers, block by block and storefront by storefront. The Ashland Main Street Program has a new one-time Lighting Improvement Grant Program to encourage investment in strategic storefront lighting projects in Ashland's downtown district, with an emphasis on exterior lighting projects that incorporate all or some of the 6 layers of lighting; ridgeline, architectural, pathway, entryway, signage and window displays.

Objectives

Support the installation of additional exterior lighting in the downtown district to improve the overall nighttime visibility of the district. Specifically;

- ✓ Support the installation of **architectural and/or ridgeline** lighting to help visitors identify significant buildings in the community, illustrate the unique elements of the downtown, and celebrate the historic nature of the district;
- ✓ Support the installation of **pathway lighting** to facilitate safe, well-lit paths for pedestrians navigating the downtown district;
- ✓ Support the installation of **entryway lighting** to help define the physical entrance to a storefront and create a safe environment for employees when entering and leaving the building;
- ✓ Support the build-out of additional **window display lighting** fixtures to increase business' ability to enliven visitor's experience of downtown and effectively showcase their products or services beyond their hours of operation; and
- ✓ Support the installation of **signage lighting** to increase business visibility and help visitors orient themselves and better identify destinations within the district.

Program Funding Requirements

The Lighting Improvement Grant Program provides \$1 of City funds for every \$1 of private funds for eligible expenses (100% match) up to the grant award maximum of \$5,000.00 per property.

Program Guidelines

1. Grant program administered by the Ashland Main Street Program, in conjunction with the City of Ashland
2. Project location must be located in downtown Ashland
3. A maximum of \$50,000 total in funding will be distributed; a maximum of \$5,000 awarded per project
4. Funds reviewed and distributed based on project alignment with review criteria; must have attended the Lighting Design Workshop presentation with Frontdoor Back (10/25/22) and/or received a one-on-one consultation with Frontdoor Back (10/26/22 or 10/27/22) to be eligible
5. Applications must be reviewed by City of Ashland Planning Department staff prior to work commencing to ensure all proper permits are issued.
6. Application to include fixture cutsheets and lamping or illumination specifications
7. Work to be completed by a licensed electrician
8. Retroactive funding requests for work completed before an application submittal will not be considered
9. Funds are distributed as reimbursements after invoices and photos of before/after are submitted

Review Criteria

- Project activities as recommended by Frontdoor Back Inc. in the Lighting Design Workshop presentation (10/25/22), or in final report resulting from a one-on-one consultation with Frontdoor Back Inc.
- Priority given to exterior lighting projects that incorporate pathway, entryway, window display, architectural, signage and/or ridgeline lighting
- Impact of the project on the overall district and nearby businesses
- Cohesion with the historic nature of the downtown district (West Second Street Historic District)

SUBJECT: Approve an Ordinance to Create Chapter 479 (2023-1988) Annexation of the North Right of Way of County Highway K, Town of Gingles, Ashland County, Ashland City Ordinances (*City Attorney*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Attorney

CLEARANCES: City Attorney

EXHIBITS:

1. Proposed Ordinance 2023-1988
2. Plat of Survey
3. Quit Claim Deed V 0748 P 950

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor and/or City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to them in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

County Highway K, Town of Gingles, was jurisdictionally transferred with an effective date of January 5, 2017 from Ashland County to the City of Ashland as J.F.K Lane. This is currently a borderline road between the City of Ashland and the Town of Gingles. Therefore, the road mileage needs to be split 50/50 between the two municipalities per [WI State statute 86.302\(1\)](#).

There was a quit claim deed for the entire ROW and all parcels in Vol. 748 on page 950. Please see the attached pdf. A quit claim deed does not update the municipal boundary. This needs to be updated by annexation to include the J.F.K. Lane ROW in the City of Ashland. This will avoid the need to split the certified mileage between the two municipalities.

The City will be annexing the land under [Wis. Stat. 66.0223\(1\)](#). Under that statute, the procedure below must be followed:

- 1) File 7 certified copies of the ordinance together with 7 copies of the plat with the secretary of administration
- 2) The report required by [s.5.15\(4\)\(b\)](#) must be filed with the county clerk or board of election commissioners.

[\(5.15\(4\)\(b\)\)](#): Within 5 days after adoption or enactment of an ordinance or resolution under this section or any amendment thereto, the municipal clerk shall transmit one copy of the ordinance or resolution or the amendment to the county clerk of each county in which the municipality is contained, accompanied by the list and map specified in par. (a), together with a report confirming the boundaries of the municipality and of all wards in the municipality. Within 5 days after notice to the municipal clerk of a judgment that has the effect of changing the municipal boundaries, the clerk shall file the same report. The municipal clerk shall ensure that each copy of the ordinance or resolution or amendment and each accompanying report identify the name of the municipality and the county or counties in which it is located.

- 3) Within 10 days of filing the certified copies, a copy of the ordinance and plat must be mailed or delivered to the clerk of the county which is where the annexed territory is located (Ashland County).

Per [State Statute 515\(7\)](#), once annexed, the City will consider this property to be included in Ward 1 of the City of Ashland, and the Clerk will notify the Wisconsin Elections Commission and County Clerk of this change as allowed by the statute. This will also be noted within the proposed ordinance.

Council is asked for approval of this ordinance for the annexation of the north right of way of County Highway K, Town of Gingles, Ashland County.

Sequential Ordinance No. 2023-1988
Chapter 479 (2022-1988)

**ORDINANCE TO CREATE CHAPTER 479 (2023-1988, ANNEXATION OF THE NORTH
RIGHT OF WAY OF COUNTY HIGHWAY K, TOWN OF GINGLES, ASHLAND COUNTY,
ASHLAND CITY ORDINANCES**

An Ordinance adopted by the Common Council for the City of Ashland at a regular meeting of July 25, 2023 for the purpose of creating Chapter 479 (2023-1988) Annexation of the north right of way of County Highway K, Ashland City Ordinances.

Section I

**479 Annexation of the North Right of Way of County Highway K, Town of Gingles, Ashland
County shall be created to read as follows:**

479.01 Property Annexed

The City of Ashland, pursuant to the authority granted by Wisconsin Statute 66.0223 hereby annexes the following described property owned by the City of Ashland located in the Town of Gingles, Ashland County, Wisconsin:

The South 33 feet of the SE 1/4 – NE 1/4 and the South 33 feet of the E 1/2 – SW 1/4 – NE 1/4, Section 18, T47N, R4W, Town of Gingles, Ashland County, Wisconsin, more particularly described as follows:

Commencing at the E 1/4 corner of said section: thence N87°59'19"W along the South line of the NE 1/4 a distance of 195.86 feet to the point of beginning; thence N87°59'19"W and continuing along said South line a distance of 1,775.01 feet to the intersection with the West line of the E 1/2 – SW 1/4 - NE 1/4; thence N01°03'16"E along said West line a distance of 33.00 feet; thence S87°59'19"E along a line parallel with the South line of the NE 1/4 a distance of 1,775.69 feet; thence S02°14'32"W a distance of 33.00 feet to the point of beginning.

The above described parcel of land contains 58,598 square feet which is 1.35 acres including the right of way of C.T.H. "K".

479.02 Persons Residing

There are no persons residing on or occupying the subject parcel.

479.03 Plat

Attached hereto and incorporated by reference is a plat of survey reflecting the location of the subject parcel.

479.04 Ward Designation

Pursuant to Wis. Stats. § 5.15(7), Ward 1 of the City of Ashland shall be adjusted to include the full area of the parcel annexed hereto. A copy of this ordinance shall be transmitted to the County Clerk within five days of its passage in compliance with Wis. Stats. § 5.15(4)(b).

479.05 Filing Copies

Following the passage and publication of this ordinance, the City Clerk shall file seven (7) certified copies of this ordinance together with seven (7) copies of the plat showing the boundaries of the territory annexed to the Office of the Secretary of State of the State of Wisconsin.

Section II:

Effective Date. *This ordinance shall take effect upon passage and publication.*

PASSED: July 25, 2023
PUBLISHED: August 1, 2023

Councilperson

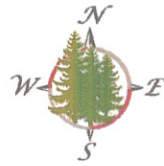
ATTEST:

Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Katie M. Posewitz, City Attorney



BEARINGS ARE GRID BASED
WCCS - ASHLAND COUNTY WITH
THE S. LINE OF THE NE 1/4 MEASURED TO BEAR
N87°59'19"W

SURVEYOR'S CERTIFICATE:

I, PATRICK A. MCKUEN, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2992, DO HEREBY
CERTIFY THAT THIS MAP WAS MADE AT THE DIRECTION OF KATIE POSEWITZ, AGENT FOR THE
ABOVE DESCRIBED AND MAPPED PARCELS, AND THE INFORMATION SHOWN ON THIS MAP IS
CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE
MINIMUM STANDARD REQUIREMENTS FOR SURVEYS UNDER AE-7 OF WISCONSIN ADMINISTRATIVE
CODE.

DATED THIS

11 DAY OF July, 2023

PATRICK A.
McKuen
S-2992
ASHLAND,
WI

PINE RIDGE LAND SURVEYING, LLC
PATRICK A. MCKUEN
WI P.L.S. S-2992

LEGEND

- - SET 1 1/4" O.D. x 18" IRON PIPE
- ⊗ - SET MAG. NAIL
- () - PREVIOUSLY RECORDED AS

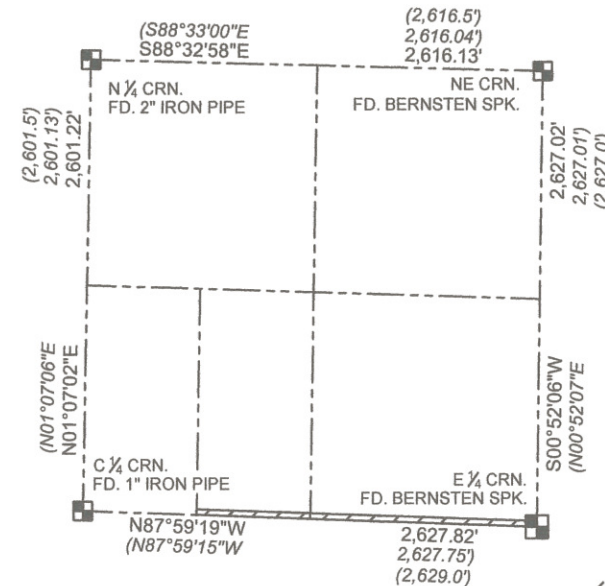


LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°03'16"E	33.00'
L2	N00°59'32"E	33.00'
L3	S02°14'32"W	33.00'

PLAT OF SURVEY

THE SOUTH 33 FEET OF THE SE 1/4 - NE 1/4 AND THE SOUTH 33 FEET OF THE E 1/2 - SW 1/4 - NE 1/4,
SECTION 18, TOWNSHIP 47 NORTH, RANGE 4 WEST,
TOWN OF GINGLES, ASHLAND COUNTY, WISCONSIN.



NE 1/4 SEC. 18 - T47N - R4W
NOT TO SCALE

PARCEL 1
58,598 Sq.Ft.
1.35 Acres
(INCLUDING ROAD R.O.W.)

CENTERLINE IS SOUTH OF
SECTION LINE 5.52' AT THIS POINT

C.T.H. "K"

END OF C.T.H. "K"
PER WISDOT GAS TAX MAP

LEGAL DESCRIPTION:

THE SOUTH 33 FEET OF THE SE 1/4 - NE 1/4 AND THE SOUTH 33 FEET OF THE E 1/2 - SW 1/4 - NE 1/4,
SECTION 18, T47N, R4W, TOWN OF GINGLES, ASHLAND COUNTY, WISCONSIN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

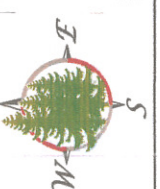
PARCEL 1:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION; THENCE N87°59'19"W ALONG
THE SOUTH LINE OF THE NE 1/4, A DISTANCE OF 195.86 FEET TO THE POINT OF
BEGINNING; THENCE N87°59'19"W AND CONTINUING ALONG SAID SOUTH LINE A
DISTANCE OF 1,775.01 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE E 1/2
- SW 1/4 - NE 1/4; THENCE N01°03'16"E ALONG SAID WEST LINE A DISTANCE OF 33.00
FEET; THENCE S87°59'19"E ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE
NE 1/4, A DISTANCE OF 1,775.69 FEET; THENCE S02°14'32"W A DISTANCE OF 33.00 FEET
TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 58,598 SQUARE FEET WHICH IS
1.35 ACRES INCLUDING THE RIGHT OF WAY OF C.T.H. "K".

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

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



DATE REV. NO. BY: REVISION DESCRIPTION
Filed With:
ASHLAND COUNTY
Field Work Completed:
7/06/23
Drawn by: P. MCKUEN
Approved by: P. MCKUEN
Date Approved: 7/11/23

POSEWITZ
PLAT OF SURVEY
THE S. 33' OF THE SE 1/4 - NE 1/4 AND
THE S. 33' OF THE E 1/2 - SW 1/4 - NE 1/4,
SEC. 18, T47N, R4W,
TOWN OF GINGLES, ASHLAND COUNTY, WI.

PROJECT NUMBER:
POSEWITZ23-18-47-4
FIGURE/SHEET
NO. 1

Document Number
QUIT CLAIM DEED

Exempt from fee: s.77.25(2) Wis. Stats.
LPA 3046 (DT1562) 98

THIS DEED, made by Deane Halverson and Linda Halverson, husband and wife, GRANTOR, quit claims the property described below to the Ashland County Highway Department, GRANTEE, for the sum of **One Thousand One Hundred Seventy Five and no/100 Dollars (\$1,175.00)**.

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

This is not homestead property:

Legal description:

THIS DOCUMENT IS INTENDED ONLY TO TRANSFER THOSE OWNERSHIP RIGHTS WITHIN THE EXISTING RIGHT-OF-WAY OF STATE HIGHWAY K.

The South 33 feet of the following described parcels:

Parcel 1: The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), Section Eighteen (18), Township Forty-seven (47) North, Range Four (4) West, LESS (V290 PG418) a parcel of land described as follows:

Commencing at the North 1/4 corner of Section Eighteen (18), Township Forty-seven (47) North, Range Four (4) West, Thence S 1 degree 14' W along the North-South Quarter line of said Section Eighteen (18), Town of Gingles, Ashland County, State of Wisconsin 1300.60' to a point, being the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); thence S 88 degrees 10' E along the North line of the Southwest Quarter (NE 1/4), 655.50' to a point being the place of beginning, and running:

1. Thence continue S 88 degrees 10' E along the North line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), 171.51' to a point;
2. Thence S 17 degrees 57' W, 593.36' to a point;
3. Thence N 1 degree 09' E, 570.08' to the place of beginning.

Parcel 2: The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), Section Eighteen (18), Township Forty-seven (47) North, Range Four (4) West, LESS (V461 PG656) a parcel of land described as follows:

The point of beginning is the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), Section Eighteen (18), Township Forty-seven (47) North, Range Four (4) West, Town of Gingles, Ashland County, State of Wisconsin; thence southerly along the west line of Sanborn Avenue 440 feet to a point; thence westerly along a line parallel to the north line of said 40, 580 feet to a point; thence northerly on a line parallel with the west line of Sanborn Avenue 440 feet to a point; thence east along the northerly line of said 40 acre parcel 580 feet to the point of beginning.

U 0748 P 950

DOCUMENT NO 336388

Received for Record
at 01:35 PM duly recorded in
Vol. 748 on Page 950
of Records
July 29 2015

KAREN M. MILLER
REGISTER OF DEEDS
ASHLAND COUNTY, WI

This space is reserved for recording data

Return to

Ashland County Highway Department
Emmer Shields, Highway Commissioner
P.O. Box 25
Highbridge, WI 54846

Parcel Identification Number/Tax Key Number
008-00304-0100
008-00305-0100

Deane Halverson
(Print Name)

(Signature)

Linda Halverson
(Print Name)

(Signature)

State of Wisconsin

(Date)

Ashland

County

) ss.
)

On the above date, this instrument was acknowledged before me by the named person(s), Deane Halverson and Linda Halverson.

(Signature, Notary Public, State of Wisconsin)

Craig L. Solum
(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

3/18/17

Project ID: Hwy K RW

This instrument was drafted by Craig L. Solum of
Solum & Associates, P.O. Box 280, Spooner, WI 54801

Parcel No. 1

SUBJECT: Approve a Resolution to Declare Condition of Suspended Sidewalk at 514 Main Street West an Emergency per Wisconsin State Statute 62.15(1b) (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Main Street Sidewalk Assessment, Cedar Corporation October 9, 2019
2. Proposed Resolution No. 17732

EXPENDITURES REQUIRED: Not to Exceed \$125,000.00

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$125,000.00 - Fund 471 Sidewalk Improvements

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

In May 2022, the City acquired the building located at 514 Main Street West. This building has an unfilled sub-basement that has resulted in a length of suspended sidewalk, meaning that the sidewalk has a void underneath. It is reinforced with rebar while also being supported by 10-inch "I" beams that span from an existing rock retaining wall to the building face. It is assumed that many other sub-basements were filled during Main Street West reconstruction in the 1980s and that this void was left in place due to concerns about the fill placing lateral forces on the building's face and causing damage.

In Fall 2019, Cedar Corporation evaluated the suspended sidewalk and made recommendations to the City about filling the void in a manner that minimizes lateral forces. A geofoam product was recommended, with replacement of the concrete sidewalk being completed over the filled void. At the time of this evaluation, the reinforced concrete and "I" beams were determined to be in adequate condition. However, City Building Facilities staff recently completed another inspection following the acquisition of 514 Main Street West and observed deterioration of both the suspended concrete and "I" beams. The concern is that the placement of heavy equipment or other excessive load on the sidewalk will lead to a collapse into the underlying void.

Due to the upcoming need for winter sidewalk maintenance (plowing) and associated equipment use on the sidewalk, City staff requests the declaration of an emergency related to the purchase of material and construction services for the repair of the suspended sidewalk as time spent on the bidding process would delay repairs and therefore threaten public health and safety.

In addition, staff is requesting approval of costs not to exceed \$125,000 for emergency repairs to allow for timely negotiation of costs and execution of associated contracts by City staff such that work can be completed as soon as possible by a qualified contractor. Funds are available in Fund 471 Sidewalk Improvements, which has a projected Fund Balance of \$257,000.

October 9, 2019

Mr. John Butler, P.E., Public Works Director
City of Ashland
Public Works Department
2020 6th Street East
Ashland, WI 54806

RE: Main Street Sidewalk Assessment

Dear John:

There is currently a void under the sidewalk on the north side of the 500 block of Main Street. The void is approximately 75-feet long, 12.5-feet wide and varies from 9.5-feet to 17.5-feet high. There is an existing rock retaining wall that is supporting the road core on one side of the void and building face on the other side of the void. The sidewalk above this void is supported by 10-inch "I" beams that span from an existing rock retaining to the existing building face. These beams are approximately 7-feet on center.

The beams are deteriorating and it is desired to fill this void. The challenge when filling a void of this magnitude is to minimize or eliminate lateral forces to the existing building walls.

Different solutions were discussed and researched and, in my opinion, the best solution is to fill this void with a geofoam product. I have included documentation of this product as an attachment to this report. The benefits of the geofoam are ease of construction, eliminates lateral load to existing walls and is cost effective.

I have included a section to visually demonstrate how the blocks would be placed and the void finished. To install this product, the existing ground surface will require sections to be leveled and stepped to allow for placement of the foam blocks. Typical dimensions of the blocks are 4-feet wide, 2-feet tall by 8-feet long. Starting at the lowest level of the void, the surface would be leveled and the foam blocks placed. Gaps between the blocks should be less than ½-inch and that gap should be filled with sand. The next layer of foam would be placed changing the orientation of the blocks. In between the foam block layers, gripper plates are installed to prevent movement of the blocks. This process is repeated until the void is filled. There are existing utilities within this area. The foam blocks can have a groove cut into the foam to facilitate the utility lines.

Once the void is filled, a petroleum resistant membrane is placed over the geofoam blocks. A 3-inch to 6-inch lift of sand will be placed over the membrane and graded for the sidewalk placement. A 6-inch reinforced sidewalk can then be placed. I am also recommending a 6-inch wide compressible foam being placed adjacent to the existing building walls. This will protect any lateral loading impacting the existing building walls in the event of slight movement of the

existing rock retaining wall.

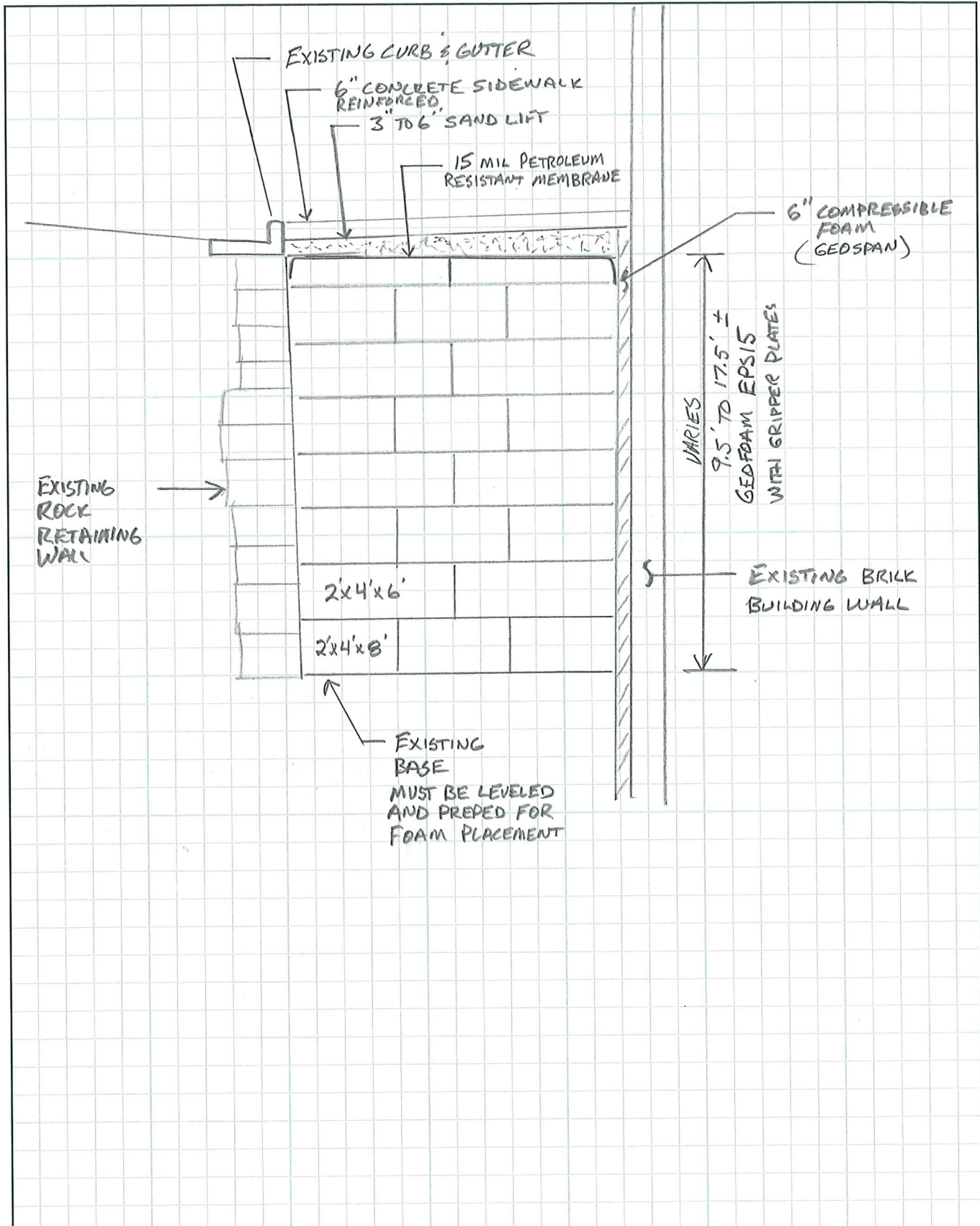
In discussions with the product manufacturer, the cost of the material is currently \$40.50/CY. The void is approximately 450 CY. The cost of the product delivered to the site would be approximately \$20,000. The manufacturer also indicated that this product is very easy to install and that the City of Ashland would be able to complete the installation with their forces. If that is not the way the City would like to proceed, the project could also go through the bidding process. I would estimate a \$90,000 project going through the letting process (an estimate is provided).

If you have any questions or comments, please call me at (715) 235-9081. Thank you.

Sincerely,
CEDAR CORPORATION

A handwritten signature in black ink, appearing to read "Troy L. Peterson".

Troy L. Peterson, P.E.
Director of Transportation / Structural



Project: City of Ashland
Main Street Sidewalk Void Fill

OPTION A - Remove Existing Sidewalk, Grading, Install GeoFoam & New Sidewalk

Item	Unit	Item Description	Quantity	Unit Price	Total
201.0105	SF	Removing Sidewalk / Steel Beams	900	10	9000.00
201.0205	STA	6" Reinforced Concrete Sidewalk	900	10	9000.00
205.0100	LS	Subsurface Preparation	1	10000	10000.00
213.0100	CY	GeoFoam	450	41	18450.00
305.0110	CY	GeoFoam Installation	450	45	20250.00
619.1000	EACH	Mobilization	1	9000	9000.00
624.0100	CY	Sand Lift / Sidewalk Prep	20	30	600.00
625.0500	SF	15 Mil Petroleum Resistant Membrane	950	4	3800.00

80,100.00

10% Contingency

8,010.00

Total

88,110.00



GEOFOAM TYPE EPS15 TECHDATA

Foam-Control Geofoam is a cellular plastic material that is strong, but has very low density (1% of traditional earth materials.) It is manufactured in block form and meets ASTM D6817, "Standard Specification for Rigid, Cellular Polystyrene Geofoam."

Ready to Use.

Foam-Control Geofoam maximizes onsite installation efficiency: material arrives ready to place, no weather delays.

Quality Assurance.

Foam-Control Geofoam meets or exceeds the requirements of ASTM D6817, "Standard Specification for Rigid, Cellular Polystyrene Geofoam." Foam-Control Geofoam is monitored for Quality Control and Listed by Underwriters Laboratories Inc.



Size and Shape.

Foam-Control Geofoam is produced in block form and is easily positioned at the work site. Standards sizes:

- 4' (1.2 m) widths
- 8' (2.4 m) up to 16' (4.8 m) lengths
- 1" (25 mm) to 36" (914 mm) thickness

Other sizes and fabrication can be provided by the manufacturer.

Design.

For most applications, long-term design loads should not exceed the linear elastic range of Foam-Control Geofoam. Combined live and dead load stresses should not exceed the compressive resistance at 1% strain.

Additional Information.

Please consult the Foam-Control Geofoam TechData which provides additional information, design considerations, and technical information on the full range of Geofoam materials available. Please also refer to ASTM D6817, ASTM D7180, and ASTM D7557.

Foam-Control Geofoam with  **Perform Guard**
TERMITE RESISTANT
is available to provide protection against termites.

FOAM CONTROL GEOFOAM TYPE EPS15			
Density, min. ASTM C303	lb/ft ³ (kg/m ³)	0.90 (14.4)	
Compressive Resistance @ 1% deformation, min. ASTM D1621	psi psf (kPa)	3.6 520 (25)	
Elastic Modulus, min. ASTM D1621	psi (kPa)	360 (2500)	
Flexural Strength, min. ASTM C203, Procedure B	psi (kPa)	25.0 (172)	
Buoyancy Force	lb/ft ³ (kg/m ³)	61.5 (980)	
Water Absorption by total immersion, max., volume % ASTM C272			4.0
R-value Thermal Resistance per 1.0 in. thickness ASTM C518	25°F	°F·ft ² ·h/Btu (°K·m ² /W)	4.4 (0.77)
	40°F	°F·ft ² ·h/Btu (°K·m ² /W)	4.2 (0.73)
	75°F	°F·ft ² ·h/Btu (°K·m ² /W)	3.9 (0.68)
Flame Spread Index ¹ Smoke Developed Index ¹ ASTM E84/UL723			<25 <450
Oxygen Index, min., volume % ASTM D2863			24

¹Please refer to UL certificate for complete information.

GEOFOAM INSTALLATION GUIDELINES

FOAM-CONTROL
GEOFOAM

TM

INSTALLATION

Please refer to ASTM D7180, "Standard Guide for use of Expanded Polystyrene (EPS) Geofoam in Geotechnical projects."
For most applications utilizing solid subgrades the following guidelines apply.

SUBGRADE PREPARATION

1. Clear and grub site.
2. Excavate existing soil if required.
3. At design engineer's discretion, place geotextile over graded surface, i.e., soft soils, etc.
4. Dewater site as required.
5. Place a sand pad/leveling course over the prepared surface, 2" (50 mm) thickness minimum. Level to $\pm 1/2"$ per 10' (10 mm per 3 meters) horizontal. Sand pad surfaces should be above ground water level at time of Foam-Control Geofoam placement.

PLACEMENT

1. At time of material delivery, verify identification marks on face of the product. Use material of proper Type only and as specified. Field sampling and testing of the Foam-Control Geofoam will be as specified by the Engineer. Properties of density and compressive resistance shall be verified in accordance with the specification.
2. Material is placed as required by the engineer and as shown on the drawings.
3. Blocks of Foam-Control Geofoam should be placed tightly on the prepared sand pad/leveling course (sand must not be frozen). If multiple layers of Foam-Control Geofoam are required, orient successive layers of blocks at 90° to previous layer. Offset block joints between layers.
4. Geofoam must receive temporary ballast during all phases of construction to prevent displacement by wind or high water conditions.
5. In order to facilitate construction during precipitation or when frost or icing is encountered, horizontal restraint between layers of Foam-Control Geofoam may be desired. Use of GeoGripper Plates placed between horizontal layers of blocks should occur. Consult GeoGripper Plate literature for plate specifications.
6. Commence with the placement of permanent overlying materials as quickly as practical.
7. In pavement design for cold regions where differential icing may occur, provide an adequate thickness of a well graded (must contain a high degree of fines) subbase mix which will retain moisture. Most designs are adequate with sub-base thickness of 20" to 32" (500 mm to 800 mm) placed over the Foam-Control Geofoam.

Disclaimer

Guidelines provided herein give basic information and illustrate examples of Foam-Control Geofoam installation. The basic information provided herein is not intended to cover every potential use and application of the Foam-Control Geofoam. It is the responsibility of the installer to become familiar with his specific application and determine if the Foam-Control Geofoam is suitable. By commencing work, the installer accepts full responsibility for the proper and safe installation of Foam-Control Geofoam at his job site. Furthermore, it is the sole responsibility of the installer to meet all federal and local regulatory requirements for job site safety for himself, his workers and any others on the job site while in the execution of all phases of the Foam-Control Geofoam installation.



GEOFOAM

Foam-Control Geofoam is a cellular plastic material that is strong, but has very low density (1% of traditional earth materials). It is manufactured in block form and meets ASTM D6817, "Standard Specification for Rigid, Cellular Polystyrene Geofoam." Foam-Control Geofoam is available in a range of Types to provide control of structural integrity and cost effectiveness.

The information given is deemed to be timely, accurate, and reliable for the use of Foam-Control Geofoam. Each project using Foam-Control Geofoam should be designed by a professional engineer. The engineer or project specifications should be consulted to determine the ASTM D6817 Type required for your project loading conditions.

Foam-Control Geofoam Properties								
Property		ASTM D6817						
		EPS12	EPS15	EPS19	EPS22	EPS29	EPS39	EPS46
Density ¹ , min.	lb/ft ³ (kg/m ³)	0.70 (11.2)	0.90 (14.4)	1.15 (18.4)	1.35 (21.6)	1.80 (28.8)	2.40 (38.4)	2.85 (45.7)
Compressive Resistance ^{1,2} @ 1% deformation, min.	psi psf (kPa)	2.2 320 (15)	3.6 520 (25)	5.8 840 (40)	7.3 1050 (50)	10.9 1570 (75)	15.0 2160 (103)	18.6 2680 (128)
Elastic Modulus ¹ , min	psi (kPa)	220 (1500)	360 (2500)	580 (4000)	730 (5000)	1090 (7500)	1500 (10300)	1860 (12800)
Flexural Strength ¹ , min.	psi (kPa)	10.0 (69)	25.0 (172)	30.0 (207)	35.0 (240)	50.0 (345)	60.0 (414)	75.0 (517)
Water Absorption ¹ by total immersion, max.,	vol. %	4.0	4.0	3.0	3.0	2.0	2.0	2.0
Oxygen Index ¹ , min.	vol. %	24	24	24	24	24	24	24
Buoyancy Force	lb/ft ³ (kg/m ³)	61.7 (990)	61.5 (980)	61.3 (980)	61.1 (980)	60.6 (970)	60.0 (960)	59.5 (950)

¹ See ASTM D6817 Standard for test methods and complete information.

² Combined live and dead load stresses should not exceed the compressive resistance at 1% deformation.

Foam-Control Geofoam is used in ground fill applications where a lightweight fill material is required to reduce stresses on underlying or adjoining soils/structures.

Ready to Use.

Foam-Control Geofoam maximizes onsite installation efficiency: material arrives ready to place, no weather delays, material can be prefabricated or cut at the jobsite, no staging required, material can be inventoried, production efficiency improved, and it is easy to handle.

Design Loads.

For most applications, long-term design loads should not exceed the linear elastic range of Foam-Control Geofoam. Combined live and dead load stresses should not exceed the compressive resistance at 1% deformation.

In some specialty compressible applications, the compressive resistance at 5% and 10% deformation may be applicable. Please consult Foam-Control Geofoam Technical Bulletins for additional information.

In general earthwork applications (such as levees, dikes, berms, etc.) uplift buoyancy force must be counteracted with overburden or restraint devices, such as geogrids, geomembranes, hold down devices, etc.

Size and Shape.

Foam-Control Geofoam is produced in block form and is easily positioned at the work site. Standards sizes:

- 4' (1.2 m) widths
- 8' (2.4 m) up to 16' (4.8 m) lengths
- 1" (25 mm) to 36" (914 mm) thickness

Other sizes and fabrication can be provided by the manufacturer.

Exposure to Water and Water Vapor.

The mechanical properties of Foam-Control Geofoam are unaffected by moisture. Exposure to water or water vapor does not cause swelling.

Temperature Exposure/Flame Retardants.

Foam-Control Geofoam is able to withstand the rigors of temperature cycling, assuring long-term performance.

Although flame retardants used in the manufacture of Foam-Control Geofoam provide an important margin of safety, Foam-Control Geofoam must be considered combustible.

The maximum recommended long-term exposure temperature for Foam-Control Geofoam is 165°F (74°C).

Adhesives, Coatings, and Chemicals.

Solvents which attack Foam-Control Geofoam include esters, ketones, ethers, aromatic, and aliphatic hydrocarbons and their emulsions, among others. If Foam-Control Geofoam is to be placed in contact with materials (or their vapors) of unknown composition, pretest for compatibility at maximum exposure temperature.

Quality Assurance.

Foam-Control Geofoam meets or exceeds the requirements of ASTM D6817, "Standard Specification for Rigid, Cellular Polystyrene Geofoam." Foam-Control Geofoam is monitored for Quality Control and Listed by Underwriters Laboratories Inc.



Resistance to Termites, Mold, and Mildew.

Foam plastics have been shown to become termite infested under certain exposure conditions. Foam-Control Geofoam with Perform Guard® provides resistance to termite infestation. Please review literature on Foam-Control Geofoam with Perform Guard for complete information.



Foam-Control Geofoam will not decompose and will not support mold or mildew growth. Foam-Control Geofoam provides no nutrient value to plants or animals.

Storage and Ballast.

Foam-Control Geofoam stands up well to normal short-term weather conditions encountered during installation.

Long-term exposure to sunlight causes yellowing and a slight embrittlement of the surface due to ultraviolet light. This has little effect on mechanical properties. If stored outdoors, cover Foam-Control Geofoam with opaque polyethylene film, tarps, or similar material.

Foam-Control Geofoam should be ballasted to prevent displacement by wind or high water conditions, both in storage and during all phases of placement.

Warranty.

Foam-Control Geofoam Licensees offer a product warranty ensuring physical properties.



Foam-Control products are manufactured by AFM Corporation licensees.

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GF05-10/15



GEOFOAM

www.plastifabmn.com

**CONTROL,
NOT COMPROMISE.®**



FOAM-CONTROL GEOFOAM

CONTROL,
NOT COMPROMISE. ®

YOU'RE IN CONTROL OF YOUR GEOTECHNICAL SOLUTIONS WITH FOAM-CONTROL GEOFOAM.

Materials. Labor. Costs. Foam-Control® Geofoam means control, not compromise.

Foam-Control Geofoam is engineered to give you the greatest possible control for your project application: from design and timelines, to materials and costs, and —ultimately—control over your results. The advantages to using Foam-Control Geofoam include:

- Predictable material behavior
- Manufactured to meet ASTM D6817
- Variety of Types to meet specific project requirements
- Super lightweight compared to other fills
- Inert in long-term burial conditions, no leachates
- Easily shaped in field or supplied prefabricated
- Perform Guard® termite protection available
- Cost effective solution
- Long-lasting, strong, and stable
- Contains no CFC, HCFC, or HFC

This looks like a job for Geofoam.

In the construction industry, Foam-Control Geofoam is among the most versatile lightweight materials available. Traditional earth materials are heavy and can cause settlement, instability or lateral pressures. Other fill materials such as foamed concrete, waste tires, soil, woodchips, wood fiber, etc., have higher densities and are variable in their makeup. They also have limitations in handling and can be weather sensitive, thus requiring staged construction and/or preloading, surcharging and draining, etc.

Ready to Install.

Foam-Control Geofoam maximizes onsite installation efficiency: material arrives ready to place, no weather delays, material can be prefabricated or cut at the jobsite, no staging required, material can be inventoried, production efficiency improved, and it is easy to handle.

With Foam-Control Geofoam, you're the master of your materials.

Proven to Perform.

Geofoam has been used in various applications worldwide for over 40 years. Foam-Control meets ASTM D6817, "Standard Specification for Rigid Cellular Polystyrene Geofoam." Foam-Control Geofoam manufacturers offers a warranty that ensure performance. Foam-Control Geofoam can stand up to all industry tests— and has.

In addition to a range of standard Types, your local Foam-Control Geofoam manufacturer can work with you to tailor a custom grade to meet your project specific requirements.

Foam-Control Geofoam with Perform Guard.

One of the most destructive forces anywhere is termites. Foam-Control Geofoam products can be manufactured with Perform Guard, a proven and safe additive, that effectively resists termites.*



CONTROL YOUR COSTS. CONTROL YOUR MATERIALS. CONTROL YOUR STABILITY. CONTROL YOUR INSTALLATION. CONTROL YOUR S



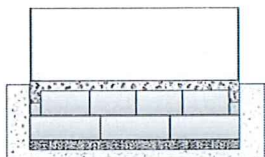
DON'T COMPROMISE YOUR QUALITY. DON'T COMPROMISE YOUR CONSTRUCTION SCHEDULE. DON'T COMPROMISE YOUR STRUCTUR

Foam-Control Geofoam Solves Problems for these Common Applications:

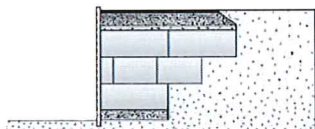
Lightweight Roads



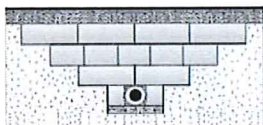
Foundations



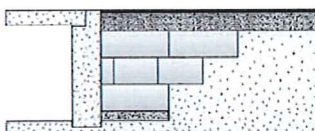
Retaining Walls



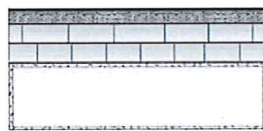
Weight Reduction for Utilities



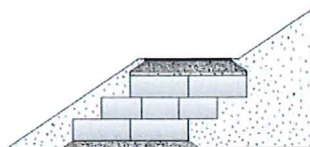
Bridge Abutments



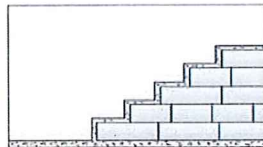
Weight Reduction for Structures



Side Hills



Elevation Changes/ Stadium Seating



**FOAM
CONTROL**®



**CONTROL,
NOT COMPROMISE.®**

**Fill face-off:
Choosing Foam-Control Geofoam over
other fill materials.**

- Extremely lightweight to reduce lateral or bearing loads
- Predictable engineered performance
- Various Types available to meet project specific strength requirements
- Can be installed in various weather conditions
- Foam-Control Geofoam with **Perform Guard®** TERMITE RESISTANT available to provide resistance to termites

SETTLEMENT. CONTROL YOUR LATERAL LOADS. CONTROL YOUR LIABILITY. CONTROL YOUR BEARING LOADS. CONTROL YOUR ELE



AL INTEGRITY. DON'T COMPROMISE YOUR LONGTERM PERFORMANCE. DON'T COMPROMISE YOUR DESIGN. DON'T COMPROMISE Y

Size and Shape.

Foam-Control Geofoam is produced in block form and is easily positioned at the work site.

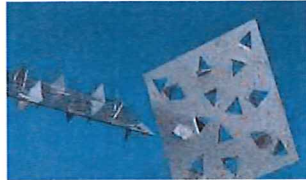
Standard sizes:

- 4' (1.2 m) widths
- 8' (2.4 m) up to 16' (4.8 m) lengths
- 3" (75 mm) to 30" (760 mm) thickness

Custom sizes and fabrication are available to meet any project requirement.

GeoGripper® Plate.

The Foam-Control GeoGripper Plate is a galvanized steel multi-barbed connector. It is used to restrain rigid foam moving laterally in "layer over layer" applications. Its single piece/two-sided barb design allows for excellent connection between layers in a one-step application.



It's more than a foam. It's a family.

When you choose Foam-Control Geofoam, you're not sending your order off to some mysterious factory. You're collaborating with a team of experts who work with you every step of the way. We're here to answer your questions, solve your problems, and do everything we can to make sure your project proceeds smoothly—and ends successfully.

Foam-Control Geofoam products are manufactured by a network of manufacturers throughout North America and the world. Foam-Control facilities adhere to strict, consistent standards to ensure uniformly high-quality Geofoam products.

This network allows us to offer engineers, designers and contractors the best of both worlds: the resources of the country's largest provider of Geofoam products, and the superior attention and customer service of a local supplier.

Ready to take control? Start here.

If you're starting to wonder how Foam-Control Geofoam can contribute to your next project, here's how to find out: Just contact your nearest Foam-Control Geofoam manufacturer. They'll be happy to give you a design consultation, information about Foam-Control Geofoam products, pricing, and the answers to all your questions.

Specifications and Installation Guidelines.

Contact a sales rep and download Foam-Control Geofoam documentation at www.geofoam.com. Please consult Foam-Control Geofoam TechData for complete Specifications and Installation guidelines.



Better building ideas from PFB

116 Pine Street South
Lester Prairie, MN 55354

phone: 952-445-4089 | 320-395-2551

fax: 320-395-2702

www.plastifabmn.com



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GF04-10/15



GEOFOAM

CONTROL,
NOT COMPROMISE.®

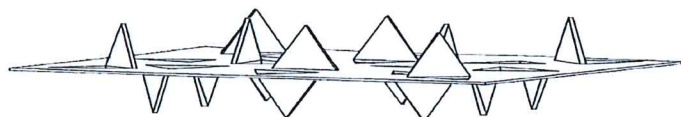
GeoGripper® Plate

The Foam-Control® GeoGripper® Plate is a galvanized steel multi-barbed connector. It is used to restrain Foam-Control Geofoam from moving laterally in multi-layer applications. Its single piece two-sided design allows for excellent connection between layers in a one-step application.

- Single Piece, Double Barbed Design
- Galvanized Steel for Durability
- Easy Fast Installation at Site
- Strong Lateral Hold
- Cost Effective

Material and Size

- 4" x 4"
- 0.60" high two sided barbs
- 20 gauge
- G-60 galvanized steel

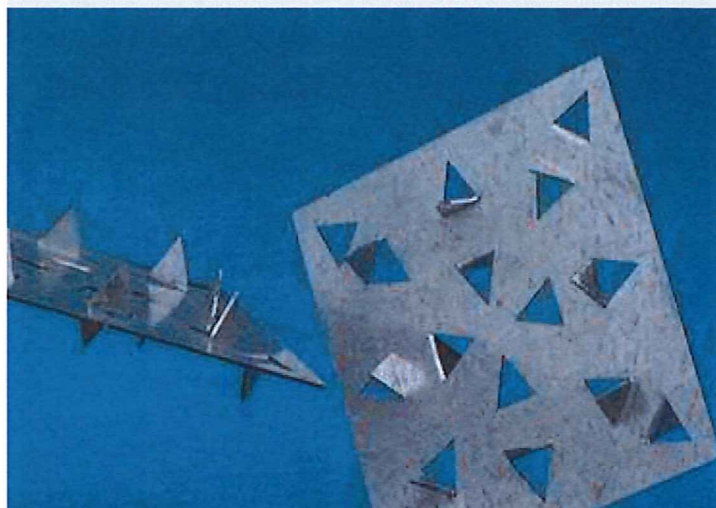


The GeoGripper Plate is made of galvanized steel for strength and durability. It is sized for easy handling and job site installation. The barbs are sized to pierce the rigid foam and hold tight, yet not create a significant danger to the applicator.

Applications

The sharp barbs pierce quickly and firmly into rigid foams. The unique barb pattern locks the plate into place. The succeeding Geofoam material seats firmly over the gripper plate. The Geofoam is now held against horizontal movement and work activities can proceed over top of the in-place layers.

FOAM-CONTROL
GEOFOAM™



FOAM FACTS:

Foam-Control GeoGripper Plates are engineered and manufactured to give you control over your project installation.

- Small size for easy handling
- Prevents block sliding during installation
- Works in all weather
- Quick and easy installation
- Galvanized for durability

RESOLUTION No. 17732

RESOLUTION TO DECLARE CONDITION OF SUSPENDED SIDEWALK AT 514 MAIN STREET WEST AN EMERGENCY PER WISCONSIN STATE STATUTE 62.15(1b)

Whereas, the condition of structural components supporting public sidewalk located at 514 Main Street West are in poor condition and require replacement through the installation of alternative structural material; and,

Whereas, the condition of the public sidewalk located at 514 Main Street West presents a risk of collapse under loading from equipment use on the sidewalk which has created an emergency in which the public health or welfare of the City is threatened with endangerment; and,

Whereas, under Wisconsin Statute 62.15(1b), the emergency will need to be declared over by the Council once it no longer exists (i.e., sidewalk is properly supported).

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Ashland, Wisconsin hereby agrees that the condition of structural components supporting public sidewalk located at 514 Main Street West presents an increased risk of collapse, creating an emergency per Wisconsin Statute 62.15(1b) and per City of Ashland Ordinance 194.06(c).

PASSED: July 25, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

RESOLUTION No. 17732

SUBJECT: Approve a Resolution to Issue a Conditional Use Permit (CUP) to Allow for Increased Sign Height and Area at 1716 Lake Shore Drive West, Ashland, Parcel No. #201-00099-0000, Zoned City Center (CC) with Gateway Overlay (GTWY-O), Applicant: Ashland Area Chamber of Commerce (*Planning & Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning Commission (Approval recommended July 18, 2023)

EXHIBITS: 1. Proposed Resolution No. 17733

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed sign is consistent with the Comprehensive Plan. The Comprehensive Plan explicitly states a need for Gateway beautification, and a new improved sign could contribute to aesthetics. This is also consistent with the Future Land Use Plan as the area is expected to be Downtown Core & Commercial Districts, all of which a sign is an appropriate structure to have.

SUMMARY STATEMENT:

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

- The applicant may utilize the existing pole and stay at a height of 305” or less but must conform to the 75 square foot maximum graphic area for both the internally lit cabinet and the Electronic Messaging Center (EMC).
- The applicant may exceed the 75 square foot maximum sign structure size but must conform to the 75 square foot maximum graphic area for both the internally lit cabinet and the EMC.
- The applicant will provide landscaping around the base of the sign or an equivalent amount in another area. A landscaping plan will be provided for staff review prior to the issuance of a Sign Permit.
- The applicant shall add sign cabinet and EMC dimensions, and height dimensions to the sign proof and ensure the proof is to scale. Applicant shall submit the revised sign proof for staff review prior to issuance of a sign permit.

- The applicant will submit full specifications of the EMC to confirm that it meets code standards prior to issuance of a sign permit.
- A Sign Permit will be obtained prior to installation.
- EMC sign must be turned off between the hours of 8 p.m. and 7 a.m. If a business is staffed and open before or after that time period, the EMC sign must be turned off no later than sixty (60) minutes after close of the business for the day and turned back on no earlier than sixty (60) minutes before the business opens for the day.
- The applicant will confirm that the proposed sign does not require permits from the State.
- Any future changes to the sign will be reviewed by the Planning Department and potentially the Planning Commission if needed.

The Planning Staff recommends approval of the Conditional Use Permit for a new freestanding sign at 1716 Lake Shore Drive West. A public hearing was held and there were no citizen comments. The Planning Commission recommended approval at their July 18, 2023 meeting.

RESOLUTION No. 17733

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR INCREASED SIGN HEIGHT AND AREA AT 1716 LAKE SHORE DRIVE W., ASHLAND, PARCEL # 201-00099-0000, ZONED CITY CENTER (CC) WITH GATEWAY OVERLAY (GTWY-O), APPLICANT: ASHLAND AREA CHAMBER OF COMMERCE

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

WHEREAS, the applicant has requested a Conditional Use Permit per Chapter 781, Ashland City Ordinances, for increased sign height and area on parcel 201-00099-0000, zoned City Center (CC) with Gateway Overlay (GTWY-O); and

WHEREAS, the Plan Commission held a Public Hearing on July 18, 2023 and has recommended approval of the Conditional Use Permit with the following conditions:

- The applicant may utilize the existing pole and stay at a height of 305” or less but must conform to the 75-square foot maximum graphic area for both the internally lit cabinet and the Electronic Messaging Center (EMC).
- The applicant may exceed the 75-square foot maximum sign structure size but must conform to the 75-square foot maximum graphic area for both the internally lit cabinet and the EMC.
- The applicant will provide landscaping around the base of the sign or an equivalent amount in another area. A landscaping plan will be provided for staff review prior to the issuance of a Sign Permit.
- Applicant shall add sign cabinet and EMC dimensions, and height dimensions to the sign proof and ensure the proof is to scale. Applicant shall submit the revised sign proof for staff review prior to issuance of a sign permit.
- The applicant will submit full specifications of the EMC to confirm that it meets code standards prior to issuance of a sign permit.
- A Sign Permit will be obtained prior to installation.
- EMC sign must be turned off between the hours of 8 p.m. and 7 a.m. If a business is staffed and open before or after that time period, the EMC sign must be turned off no later than sixty (60) minutes after close of the business for the day and turned back on no earlier than sixty (60) minutes before the business opens for the day.
- The applicant will confirm that the proposed sign does not require permits from the State.
- Any future changes to the sign will be reviewed by the Planning Department and potentially the Planning Commission if needed.

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

PASSED: July 25, 2023

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

FOR APPLICANT:

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

Applicant (Print and signature)

Date