



Take notice that the City of Ashland Common Council will meet at 6:00 PM in the City Hall Council Chambers, 601 Main Street W. Ashland, WI to consider and act upon the following agenda.

To attend virtually, 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, August 20, 2024 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 30, 2024 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. Announcements
- B. Appointments

6. OLD BUSINESS

- A. **Approve to Accept a Grant from the Public Service Commission's Office of Energy Innovation (PSC-OEI), and Consider a Professional Services Agreement between the City of Ashland and Jolma Electric LLC and muGrid Analytics LLC for a Renewable Resources Planning Study for Solar and Microgrid Feasibility (Planning) Roll**
- B. **Approve a Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Ashland to Assist with Funding to Update to the Comprehensive Outdoor Recreation Plan (CORP) (Parks) Roll**

7. NEW BUSINESS

- A. **Consideration of an Alcohol Beverage License Application for a Class A Fermented Malt Beverage and Intoxicating Liquor Alcohol License for Taste of Wisconsin LLC dba Taste of Wisconsin, at 601 Lake Shore Drive East, Ashland, and Agent Jerry Henderson (Clerk) Roll**

8. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency 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 30, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, July 30, 2024 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 (Arrived at 6:03), Sarah Jackson, Andy Goyke, Jim Gregoire, Charlie Ortman, Nancy Sztynдор

ABSENT: Ana Tochtermann(Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, Deputy Clerk Kevin Haas, City Attorney Tyler Wickman, Parks and Recreation Director Sara Hudson, Public Works Director John Butler, Public Works Engineering Intern Jason Lundmark, Police Chief Bill Hagstrom, Planning and Zoning Director Steven Wiley, members of the public.

2. APPROVAL OF AGENDA

A motion by Sztynдор and seconded by Goyke to approve the agenda as presented, carried unanimously by voice vote (5-0).

3. APPROVAL OF MINUTES

A. **July 9, 2024 City Council and Committee of the Whole Meeting Minutes**

A motion by Goyke and seconded by Sztynдор to approve the minutes, carried unanimously by voice vote (5-0).

4. CITIZEN PARTICIPATION PERIOD

Jim Miller - Congressman Tom Tiffany Regional Rep - Extending an invitation to present the initiative to make the Apostle Island National Lakeshore into a National Park to council.

Zygmund Jablonski Jr - Made remarks regarding previous projects in the city that he or his company have provided/donated time/materials to. Questioned the denial of donation of services from his company by the city for the East End Skating Rink Plumbing and HVAC.

John Adams - Introduction as candidate for the 73rd District on the Democratic Party Ticket.
Comments on his priorities as a candidate.

5. MAYOR'S REPORT

A. **Announcements**

Mayor MacKenzie reported the following updates:

- A disagreement with the Fire Department regarding credit for service has been resolved.
- Mayor attended a meeting with the Bad River Tribe and HUD.
- The City has been renewed as a Bird City for the year.

B. **Appointments**

Motion to approve appointments by Gregoire second by Goyke. Passes unanimously by voice vote (6-0).

6. CONSENT AGENDA

A. **Miscellaneous Minutes**

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

7. OLD BUSINESS

A. **Approve to Enter Into a Services Agreement with Fish Creek Restoration LLC for the Bay City Creek Riparian Corridor Restoration Project** (*Parks*) Roll

A motion by Ortman and seconded by Sztyndor to approve was passed unanimously by roll call vote (6-0).

8. NEW BUSINESS

A. **Consideration to Accept a Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Ashland for the Ashland Rails to Trails System: Waterfront Trail Repair** (*Parks*) Roll

A motion by Goyke and seconded by Seefeldt to approve was passed unanimously by roll call vote (6-0).

B. **Consideration of an Ordinance to Amend Chapter 781 (1764) Unified Development Ordinance (U.D.O.) and Zoning District Map in Pamphlet Form, Ashland City Ordinances** (*Planning*) Roll

A motion by Goyke and seconded by Sztyndor to approve was passed unanimously by roll call vote (6-0).

9. ADJOURNMENT

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

MEETING MINUTES
COMMITTEE OF THE WHOLE MEETING
Tuesday, July 30, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. **Roll Call**

The Tuesday, July 30, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at (6:35 PM).

PRESENT: Kevin Seefeldt, Sarah Jackson, Andy Goyke, Jim Gregoire, Charlie Ortman, Nancy Sztynдор

ABSENT: Ana Tochtermann (Excused)

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, Deputy Clerk Kevin Haas, Public Works Director John Butler, Public Works Engineering Intern Jason Lundmark, Police Chief Bill Hagstrom.

2. **Approval of Agenda**

A motion by Gregoire and seconded by Sztynдор to approve the agenda as presented, carried unanimously by voice vote (6-0).

3. **Council President's Report**

Nothing to report

4. **Administrator's Report**

Nothing to report

5. **Committee Updates**

Oredock Trust - No meeting

Disabled Parking Enforcement Advisory Committee - No Meeting

Harbor Commission - Haas reported that the Commission discussed upgrades to the Fuel System, tech and security camera upgrades.

Historic Preservation - No Meeting

Housing Committee - Nothing to report

Library Board - Started Budget Work

Parks & Rec - No Meeting

Plan Commission - Mayor reported their work was on the UDO updates approved at the preceding council meeting.

Public Works Committee - Goyke reported PWC discussed No Mow May and the merits of NMM. Also discussed Special Assessments, comparing what other communities assess for, developing

procedures for projects and how they are funded.

Sustainability- No Meeting, Ortman reported they will be discussing Friendly Lake Superior.

6. **DISCUSSION ITEMS**

A. **Discussion and Possible Action Regarding the City's ATV/UTV Routes and Enforcement of Local Ordinances** *(Councilor Goyke)*

Discussion only, no action taken.

B. **Discussion and Possible Action Regarding the 2024 Downtown Parking Study** *(Public Works)*

Presentation followed by discussion, no action taken.

7. **Items for Future Discussion**

Request from Councilor Goyke to address the noise of vehicles in city limits.

8. **Adjournment**

A motion by Goyke and seconded by Sztynodor to adjourn was passed unanimously by voice vote (6-0).

Ref: 2024-183

**COUNCIL AGENDA: 5.B.
(8/20/2024)**

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

**EXPENDITURES
REQUIRED:**

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:**

COMPLIANCE WITH CHAPTER 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting approval of the following reappointment:

Disabled Parking Enforcement and Assistance Council
Brian Munson, term to expire August 2027

SUBJECT: Approve to Accept a Grant from the Public Service Commission’s Office of Energy Innovation (PSC-OEI), and Consider a Professional Services Agreement between the City of Ashland and Jolma Electric LLC and muGrid Analytics LLC for a Renewable Resources Planning Study for Solar and Microgrid Feasibility (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator
Planning and Development Director

EXHIBITS:

1.	City of Ashland Renewable Resources Planning Study
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EXPENDITURES REQUIRED: \$75,000 - PSC Rural Energy Startup Grant (No Match Required)

AMOUNT BUDGETED: N/A - Project Funded through the PSC Rural Energy Startup Program (RESP) Grant

APPROPRIATION REQUIRED: \$0

TREASURER’S CERTIFICATE: The Treasurer's Office has certified on August 14, 2024 that Jolma Electric LLC and muGrid Analytics are in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH CHAPTER 51: The Committee of the Whole approved the City applying for the RESP grant on January 30, 2024.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The Rural Startup Energy Grant through the Public Service Commission’s Office of Energy Innovation (PSC-OEI) is designed for communities that are beginning a comprehensive energy plan and looking at ways to upgrade their municipal facilities. The City of Ashland Strategic Plan

includes multiple renewable energy-related tasks. These include completing a solar assessment and submitting recommendations for solar projects. The Comprehensive Plan includes sustainability-related recommendations such as prioritizing energy efficient improvements and updates to City buildings and facilities. The Comprehensive Plan also recommends increasing options for solar panels and solar farms in Ashland. The PSC grant application would seek funding for a City-wide energy study and potentially engineering studies for implementation of solar at the Wastewater Treatment Plant, Fire Station, and Bretting Community Center. The work funded through a PSC grant would be the first step towards implementing renewable energy infrastructure at municipal properties in accordance with the Strategic and Comprehensive Plans. The intent of the Rural Energy Startup program and the City's submission of a grant application are consistent with the goals of the City's Strategic and Comprehensive Plans.

SUMMARY STATEMENT:

At the January 30, 2024 Committee of the Whole meeting, Council voted to approve having City staff apply for a Rural Energy Startup (RESP) grant through the Public Service Commission's Office of Energy Innovation (PSC-OEI). Staff submitted an application for a RESP to fund a solar and micro-grid assessment. The assessment would examine the ten main city facilities. The PSC-OEI informed the City that the City's application for RESP funding was selected and that the City was awarded \$75,000 of funding. Jolma Electric LLC and muGrid Analytics prepared a scope of services to complete the solar assessment.

Jolma Electric and muGrid Analytics would visit and assess the ten main city facilities, determine the top five sites for viable solar projects, and install eGauge data loggers to monitor electrical consumption at each of the top five sites over a period of nine months. The consultants would capture the electrical usage data and evaluate the anticipated benefits of solar and micro-grid projects at each of the identified top five sites. The consultants would then recommend solar and micro-grid project sizes to achieve the City's goals. The recommendations would include projected electric utility bill savings.

Municipal Code Section 194 requires advertising, competitive bidding, and contracting with the lowest responsible bidder for construction contracts over \$25,000. However, Chapter 194 allows for the City Council to waive the City's advertisement and competitive bidding requirements for professional services through a majority vote of the City Council. The Planning and Development Director has been in contact with PSC OEI staff who are working on drafting the City's grant agreement for the RESP. City staff have submitted a request for the PSC OEI to consider waiving the State of Wisconsin's competitive bidding requirements. There is a one-year performance period for the grant and a shortage of available consultants in the area to do the requested work. Staff is of the opinion that waiving the competitive bidding requirements would allow staff and the selected consultant(s) to save more time during the procurement phase of the project and capture more energy usage data during the procurement phase.

If the PSC OEI waives the State's competitive bidding requirements and the Council approves the City entering into an agreement with Jolma Electric LLC and muGrid Analytics to complete the solar assessment, the City and consultants would draft an agreement and staff would work with the consultants as proposed. If the PSC OEI does not waive the State's competitive bidding

requirements and/or the Council does not approve the City entering into the agreement with Jolma Electric and muGrid Analytics, staff would issue a Request for Proposals and follow the advertising and competitive bidding process as outlined in Ordinance 194. The scope of work is included for Council review. Staff will return to Council with the formal grant agreement and to accept the grant funding once the PSC finalizes the agreement.



City of Ashland Renewable Resources Planning Study
Jolma Electric & muGrid Proposed Scope of Work, 1/24/2024

Prepared for City of Ashland

Background:

The City of Ashland, Wisconsin, is commissioning a solar + storage feasibility study to be conducted at selected sites across their 10 main city building municipal meters. This study will be completed in accordance with the terms of [Blueprint 3A: Solar + Storage](#). An experienced team of muGrid Analytics and Jolma Electric is well prepared to support the City in these objectives.

Project Description:

The objective of this study is to evaluate solar + storage potential at municipal sites along with associated potential economic, resilience, and sustainability benefits in the City of Ashland.

The study objectives and tasks that will be completed are:

1. **Site Assessment:** During this task, Jolma Electric will conduct physical and engineering inspections of 10 municipal meters, identify the top five municipal sites for potential solar + storage projects, and install eGauge data loggers to collect data for analysis at those sites. For each of the top five sites identified by Jolma Electric, muGrid will:
 - Configure the data loggers for cloud data recording and archiving for easy access by the City and by Jolma Electric.
 - Size a maximum net zero solar PV array, both for the physical footprint of the location and the energy usage at the site. These sizes will form the upper bound for solar sizing analysis in the next task.
 - Establish economic, resilience, and sustainability goals for the distributed energy projects at each site.
 - In collaboration with Jolma Electric, produce site one-line diagrams that show existing infrastructure and potential changes required to add distributed energy resources.
2. **Project Benefits Assessment:** During this task we evaluate the anticipated benefits of solar + storage projects at each of the identified top five sites. To accomplish this, we use a variety of tools, including [NREL's REopt](#), the [EPA's Greenhouse Gas Equivalencies Calculator](#), and muGrid in-house tools for resilience and economic assessments. For more on muGrid's capabilities, see the description below. For each of the top five sites, muGrid will:



- Recommend solar + storage project sizes to achieve economic, resilience, and sustainability goals. These goals often drive different system sizes and so it is beneficial to understand what kind of project sizes meet each objective and how they relate to the other goals.
 - Evaluate projected annual electric utility bill savings from each project, as well as other economic metrics such as payback period or projected power purchase agreement (PPA) or Energy as a Service (EaaS) pricing.
 - Evaluate resilience performance of each project based on various load shedding strategies.
 - Evaluate sustainability metrics and performance predictions for each project
3. *Procurement Support:* During this task we will plan for next steps to assist the City in preparing to do projects. muGrid will:
- Provide a guidance document with an overview of options and best practices for project funding
 - Identification of current and projected grant opportunities for funding projects.
4. *Installation:* Not included in this scope of work.

Jolma Electric – Scope of Work:

Site Assessments: All 10 sites will be visited, and a preliminary analysis of each site's solar window will be performed to determine the top five sites that have a viable option for solar plus storage. The top five sites will have an eGauge installed to monitor and record the site's consumption over the span of the study. The preliminary analysis and eGauge installation are included in the initial site assessment fee.

eGauge is a device that monitors a site's consumption using Current Transformers. This data is logged in the eGauge server using a CAT 6 ethernet cord connected to the site's local server and can be accessed anytime via your account.

The site assessment and preliminary analysis will take 50 days for completion. This study will span up to 9 months and will be monitored and managed by Jolma Electric and muGrid Analytics.

Jolma Electric will provide labor and materials for the installation of eGauge devices at all ten selected sites. The eGauge at each site will be monitored and analyzed for nine months. At the end of the study all sites will have nine months of consumption data and an optimal solar plus storage system size.



Period of Performance:

We anticipate this study requiring 9 months, though the timeline will be driven by availability of data in the initial phases of the study. The period of performance will be adapted to comply with grant requirements.

Budget:

Task	Basis of Estimates	Budgetary Estimate
Site Assessment: Jolma Electric/muGrid Scope	10 sites assessed/5 sites selected	\$26,556.80
Project Benefits Assessment: muGrid Scope	5 sites	\$31,200
Procurement Support	1 document	\$4,576
Project management and meetings: Jolma Electric/muGrid Scope	9 monthly status meetings + Kickoff meeting + final day-long presentation Project Management	\$12667.20
Total Budget Estimate		\$75,000

Other Conditions and Constraints

1. This phase of the project will result in preliminary sizing and designs. Final engineering design for any project will need to be conducted by a licensed Professional Engineer and is not included in this proposal.
2. muGrid Analytics does not represent or warrant that the execution of definitive documents with respect to any project in the feasibility phase will lead to the achievement of commercial operation of such project. All final decisions are City of Ashland's and the City of Ashland bears the responsibility thereof.
3. Jolma Electric and its staff will require access to your property to proceed with initial project assessment, construction, inspection and required maintenance. The client will be contacted prior to Jolma Electric visits and will need to arrange property access allowing Jolma Electric to fulfill its portion of the agreement. Jolma Electric will require all necessary forms filled and full client cooperation to complete its part of the contract.



4. Jolma Electric , its parents, subsidiaries, affiliates, officers, employees, contractors and agents:
 1. Are not responsible for any tax liabilities that a client may incur.
 2. Assume no responsibility for the performance of the equipment or equipment warranty,
 3. Do not endorse, guarantee or warrant any particular brand, manufacturer or third party services.

About muGrid Analytics

muGrid Analytics LLC solves wicked problems at the intersection of energy and economics using math and modeling. We provide bankable techno-economic optimization of renewable energy, energy storage, and microgrids to project developers, financiers, component manufacturers, utilities, and property owners. With a one-two punch of in-depth experience in the new energy industry and in the modeling, design, and operation of complex technical systems, muGrid provides comprehensive, data-driven advisory and design services to a wide range of energy stakeholders throughout the project life cycle. muGrid was founded by Dr. Travis Simpkins, who previously architected and developed the microgrid modeling capabilities for the National Renewable Energy Laboratory, including the REopt platform.

Sitting at the intersection of technology and finance, muGrid Analytics is uniquely positioned to not only help clients understand how distributed energy technologies work, but also how they will make or save money. muGrid has developed the proprietary Redcloud energy optimization platform which is used to optimize energy generation and consumption at buildings, campuses, feeders, networks, and bases such that clients meet their energy resilience and sustainability goals at minimum life cycle cost. Because muGrid has developed the Redcloud model in-house, we can customize it to reflect the subtleties of each client's particular situation. Redcloud is particularly well suited to energy storage optimization as it can be tailored to consider multiple, stacked revenue streams which are often available to dispatchable assets.

muGrid has also revolutionized resiliency modeling and characterization, embracing the stochastic nature of resilience, and enabling higher-fidelity models. We have characterized the resilience performance of traditional fuel-based generation and assessed how solar+storage symbiotically combine with fuel-based generation to provide superior outage duration survivability at high confidence while providing economic benefits in grid connected mode. muGrid operates in alignment with our core values. They are more than just words on a page – these values are the guiding principles that form the foundation of muGrid's approach to work.



- Integrity. In a world where everybody is trying to sell you something, muGrid isn't interested in getting you anything but the truth. We want you to make decisions that are going to be best for you and to get you the results you need and desire. And that's the truth.
- Curiosity. muGrid is always open to exploring, always open to trying something new, always looking for ways to serve clients better. Sometimes that means trying out new technology. Sometimes it looks like building custom models for individual clients. But it's always about digging deep into clients' true needs, even if they aren't able to articulate them clearly at first.
- Agility. muGrid works with low overhead and moves fast. We are ready when you are to create momentum for your project.
- Collaboration. muGrid works in 360° collaboration. That is, we treat clients, partners, and subcontractors as teammates and not commodities. The team is all in this together, and the more brain power combined, the better the solution will be.

The muGrid team prides themselves on providing technology-agnostic, independent analysis and advisory services to help their clients plan and build the right energy systems and then operate those systems to best advantage. They do this by critically listening to client needs and providing tailored, innovative solutions that fulfill those needs.

Key Personnel: Travis Simpkins, PhD

Dr. Travis Simpkins has over 22 years of experience in the design, modeling, and simulation of complex systems. He is the Chief Technology Officer at muGrid Analytics.

Formally trained as an integrated circuit designer, he has spent most of the past decade helping to solve the world's energy challenge. He joined the National Renewable Energy Laboratory in 2010 and proceeded to reinvent their approach to modeling renewable energy systems. He pioneered a purely quantitative approach to analyzing and optimizing the costs and benefits of solar, wind, batteries, biomass, waste-to-energy, and other renewable technologies. His innovative research in this field led to him creating the REopt energy optimization platform, which has evolved into a webtool that has been used to model thousands of renewable energy projects the world over.

Travis holds a SM and PhD in Electrical Engineering and Computer Science from the Massachusetts Institute of Technology, a certificate of Financial Engineering from the MIT Sloan School of Management, and a BS in Electrical Engineering and Applied Physics from Case Western Reserve University. He is a Senior Member of the IEEE and has published numerous papers in the fields of energy system optimization, applied optics, and integrated circuits.



Travis will lead all technoeconomic modeling and quantitative analysis for this project.

Key Personnel: Amy Simpkins

Amy Simpkins has over 18 years of experience in technical engineering and project management of complex systems and software. She is Chief Executive Officer and Chief System Architect at muGrid Analytics.

Prior to joining muGrid, Amy was an engineer and spacecraft systems architect with Lockheed Martin, where she worked on advanced R&D and design integration for earth observing and manned spacecraft. In this capacity, she assessed architectural choices based on design performance, operational power constraints, and program finance. Amy also spent several years in flight operations for unmanned scientific exploration spacecraft, where she helped monitor and manage the solar array performance, energy storage systems, and power budgets of long duration deep space missions. Her technical expertise includes system and software architecture, system-level performance modeling, and design tradespace analysis.

Amy has coached and consulted on product innovation, business strategy, marketing, and sales for startups and small businesses in the renewable energy, healthcare, and SaaS sales spaces. She is an internationally recognized speaker on innovation and integration for entrepreneurs and is author of the book, *Spiral: A Catalyst for Innovation and Expansion*. She holds an MS in Astronautical Engineering from the University of Southern California and an SB in Aeronautics and Astronautics from the Massachusetts Institute of Technology.

Amy will serve as project manager and manage stakeholder engagement and requirements development for this project.

Resilience Analysis

muGrid Analytics will perform resilient microgrid sizing and performance analysis using our proven Resilience First methodology. We will perform resilience and economic modeling, optimization, design sizing, and grid-connected dispatch strategy using our in-house, mathematical optimization platform, Redcloud, previously used for the county's jail/courthouse microgrid. Redcloud is a best-in-class energy optimization tool validated against NREL's REopt and LBNL's DER-CAM.¹

¹ Simpkins, Travis, and Carey O'Donnell. "Optimizing Battery Sizing and Dispatching To Maximize Economic Return." Battcon International Stationary Battery Conference. 2017.

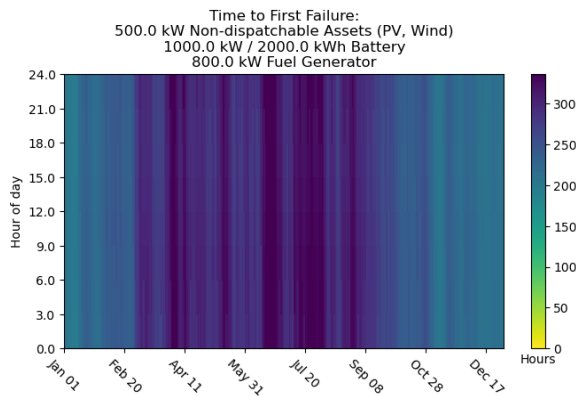


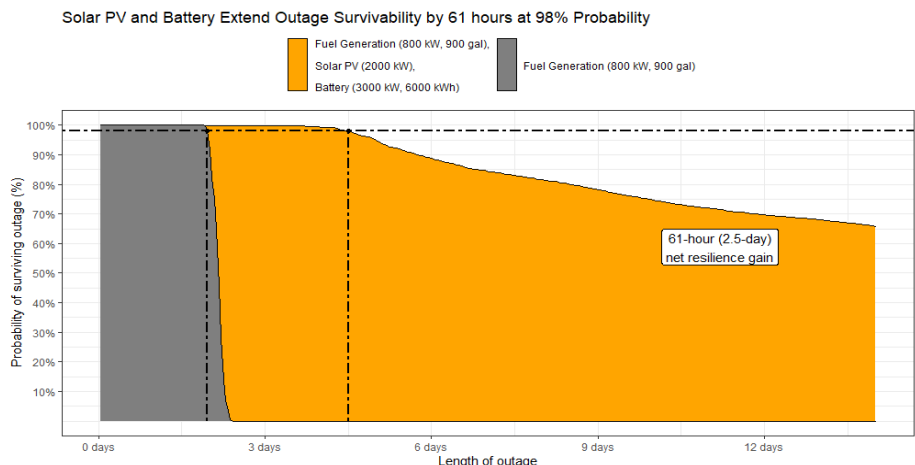
Figure 1. Example time-to-first-failure heat map demonstrating stochastic resilience performance at every hour of the year.

Resilience modeling is still nascent across the industry. Many times, resilience performance is assumed to be deterministic – that there is a single number that defines resilience at a site, perhaps as an average or minimum operating duration. However, we view resilience performance as stochastic, and we will characterize it with both expected outage survival duration and probabilistic confidence levels. Resilience performance is dependent upon several stochastic variables, including, but not limited to weather, solar irradiance, cloud cover, time-of-day and time-of-year of the outage, and load at the facility. Some of these variables have characterizable but not fully predictable cross-correlation – solar conditions and building load

may both be affected by the time of day or time of year of the outage, for example. But even if the relationships are characterized, the conditions at the beginning of an outage are never fully known enough to calculate a deterministic resilience duration. Therefore, we analyze multiple descriptors of resilience performance, including probability, or confidence, for a given duration.

We define resilience duration as the amount of time the microgrid can support its dedicated loads after a grid outage before the microgrid fails due to lack of power, whether that lack of power is caused by battery depletion, fuel depletion in the generator, or lack of solar irradiance. This is our primary resilience metric. Other important resilience metrics that may be considered include the time to recover of functionality after the first failure (usually enabled by solar power recharging the battery) and the amount of time the microgrid can then run following that recovery, or the secondary resilience duration. All duration values – time to first failure or primary resilience duration, recovery duration, and secondary resilience duration – must be paired with confidence levels in order to be valuable analysis results. The confidence values are not randomly distributed – they are highly correlated to season of year and load conditions at the building and may also be correlated to the time of day.

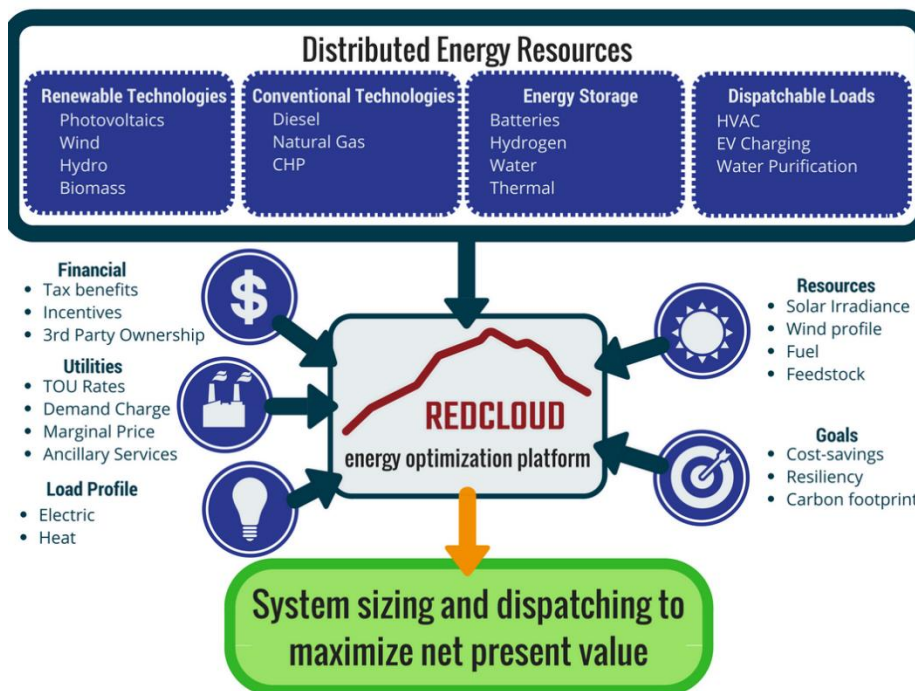
Therefore, resilience performance is not presented as a deterministic number, but rather, as a full graphic capturing the dependency on these other variables. The following figures show the outputs of this resilience sizing and performance modeling for a similar community microgrid located elsewhere in the United States.



Outputs from the resilient capability sizing analysis will include visualizations similar to those above. Based on the forecasted building loads, the consultant muGrid will determine the appropriate system sizing for the microgrid components to meet the goals we will define as part of the study.

Economic Analysis

To perform techno-economic modeling, the consultant will provide detailed breakdown of the value stack of the proposed microgrid system accounting for both its grid connected and islanded services. The analysis will utilize actual utility tariffs, bulk energy prices, and customer revenues to determine the economic benefits of the proposed systems. The individual value of the components would also be parsed out to better determine which are the most economic valuable components of the system, although we expect to find that the holistic system works in symbiosis so that the whole is greater than the sum of the parts.



Once the microgrid system's storage and backup generation components are sized for resilience, we will perform an economic optimization using the combined buildings' load profiles, solar generation, and storage potential. The output of this optimization will be the optimized grid-connected dispatch strategy. For financial assessment we will determine the optimized grid-connected operations and calculate the stacked revenue streams, optimizing for the best value dispatch at every given time interval taking into

account both costs and benefits. The mathematical optimization tool of choice is muGrid's Redcloud platform, which has been used to optimize microgrids across the US, including Wisconsin. The project team is also familiar with other best-in-class microgrid optimization tools, including NREL's REopt and LBNL's DER-CAM. The advantage of Redcloud is that we control the source code, and therefore may adapt the tool to the project, rather than the project to the tool. We will demonstrate utility bill savings based on saved energy charges from solar generation and self-consumption enabled by the BESS. We can also include revenue from demand response or other network-level incentive programs,



if any. We will model any other revenue streams available as determined by the sites' rate structures. We will perform techno-economic optimization for all technologies under consideration.

Ref: 2024-185

COUNCIL AGENDA: 6.B.
(8/20/2024)

SUBJECT: Approve a Grant Agreement between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City of Ashland to Assist with Funding to Update to the Comprehensive Outdoor Recreation Plan (CORP) (*Parks*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration
Council as Committee of the Whole approved to apply for the WCMP Grant, October 24, 2023.

EXHIBITS:

1.	Letter of Award, - Wisconsin coastal Management Program grant agreement no. AD249145-025.13
2.	Grant Agreement between WI-DOA WCMP and City of Ashland

EXPENDITURES REQUIRED: \$10,000.00 - Match
\$10,000.00 - WCMP Grant
\$20,000.00 - Total

AMOUNT BUDGETED: \$10,000.00 - 2024 CIP

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 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:

SUMMARY STATEMENT:

The City is required to update its Comprehensive Outdoor Recreation Plan (CORP) every five years, and the current CORP is set to expire at the end of 2024. Funding will be used to hire a consultant to guide the City of Ashland in updating the fifth in a series of Wisconsin Department of Natural Resources (WI DNR) -recognized recreation plans. The City of Ashland's current CORP 2019-2024 is the fourth Ashland has developed and submitted. The WI DNR also approved five-year recreation plans in 1988, 1991, 2013 and 2018.

The goal of this project is to create and update a usable, concise document with the long-term organizational framework for improving parks and outdoor recreation facilities to better serve the community. This document will also serve as a guide to the redevelopment of the City's waterfront as it relates to outdoor recreation and coastal impacts due to climate change, and to implement coastal resiliency measures. The CORP will guide the City on improvements to existing parks, new facilities, land acquisition, recreation trail extensions, trail improvements, and ensuring ADA requirements are met.

The CORP and Master Parks Plan will be cohesive documents that complement one another.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

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

August 7, 2024

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

RE: Wisconsin Coastal Management Program Grant Agreement No. AD249145-025.13

Dear Ms. Hudson,

A copy of the proposed grant agreement between City of Ashland and the Department of Administration (DOA), Division of Intergovernmental Relations is attached to the email that included this letter. 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 verify that the budget, address, scope of work, and other details are correct.** Then, please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents in an electronic format within 20 days of receipt.

You will receive an electronic copy of the fully executed agreement after it has been signed by the State of Wisconsin/Department of Administration. WCMP staff will provide reporting and invoicing templates before the end of the first reporting period.

Although the federal funding has been delayed, the National Oceanic and Atmospheric Administration is allowing projects to start on July 1. With that, you may begin spending funds and collecting match on July 1. Please note, however, that any costs incurred before the agreement is fully executed – before it is signed by both parties – are at your own risk. WCMP will not approve reimbursements until the agreement is fully executed.

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) 267-7988.

Sincerely,

Kathleen Angel, 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 July 1, 2024 through June 30, 2025. This agreement is effective on the date of signature by the State of Wisconsin.

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 **Ten Thousand Dollars (\$10,000.00)** and the Grantee agrees to provide **Ten Thousand Dollars (\$10,000.00)** 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, 2024** through **June 30, 2025** (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 **NA24NOSX419C0009**. 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 **Ten Thousand Dollars (\$10,000.00)**. The Grantee shall provide **50%** of the total cost, or **Ten Thousand Dollars (\$10,000.00)**. 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/State-Single-Audit-Guidelines-\(SSAG\).aspx](https://doa.wi.gov/Pages/State-Single-Audit-Guidelines-(SSAG).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 of 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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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 Comprehensive Outdoor Recreation Plan 2025-2029	
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: \$ 20,000	
12. WCMP Share: \$ 10,000	14. WCMP Percent of Total Project Cost: 50%
13. Applicant Share: \$ 10,000	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 updating the City of Ashland Comprehensive Outdoor Recreation Plan (CORP).

Funding will be used to assist in hiring a consultant to guide the City of Ashland in updating the fifth in a series of Wisconsin Department of Natural Resources (WDNR) recognized recreation plans. The City of Ashland's current CORP 2019-2024 is the fourth Ashland has developed and submitted. The WDNR also approved five-year recreation plans in 1988, 1991, 2013 and 2018.

The goal of this project is to create and update a usable, concise document with the long-term organizational framework for improving parks and outdoor recreation facilities to better serve the community. This document will also serve as a guide to the redevelopment our the City's waterfront as it relates to outdoor recreation and coastal impacts due to climate change and implement coastal resiliency measures. The CORP will guide the City in improvements at existing parks, new facilities, land acquisition, recreation trail extensions, trail improvements, and ensuring ADA requirements are met.

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/Deliverable	Description
1. RFP	1. Creation of a Request For Proposals (RFP) 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. City of Ashland Comprehensive Outdoor Recreation Plan 2025-2029
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 updating its Comprehensive Outdoor Recreation 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), an annual operating budget (2023) of \$11,734,000 and a Capital Improvements Projects (CIP 2023) Budget of \$5,632,000.

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 a 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.

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 has continued into 2023. Along with rediscovering outdoor recreation, the impacts of climate change could lead to more people relocating to (and visiting) the Great Lakes region, including Ashland thus highlighting the need to improve and provide a comprehensive plan on the usage and management of the City's outdoor recreation opportunities.

The current CORP Goals, though only five years young, are in need of updating. Half of the current goals have been achieved; the other half are in progress or continue to be a goal.

The writing of the 2019-2024 CORP, was started in 2018, and took over nine (9) months to complete. Since its creation and approval by Ashland City Council and Wisconsin Department of Natural Resources, the City of Ashland has acquired two new park areas, departmental responsibilities have once again changed, budgetary constraints are still an issue and outdoor recreation is continuing to be an economic driver causing City priorities and recreational development opportunities to change. The City is seeking assistance from a consultant and Northland College Sustainable Community Development students to assist in the updating of CORP.

With the help of public input and a retained consultant(s), the City wishes to update the CORP to include new park areas and also focus on creating partnerships that support and guide private and public development and investment.

The City is currently working with a consultant to create a City of Ashland Master Parks Plan, this document will help guide the City in how is parks, greenspaces and trails are managed from not only an assessment management lens, but also a natural resource management and climate resiliency lens. Assisting the City in making sound financial decisions as it relates to parks and outdoor recreation opportunities. This plan and the updated CORP will complement one another one to be a guiding visionary document and the other to be a guiding management document.

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. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

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. This proposal is to hire a consultant to assist the City of Ashland in updating the City of Ashland's Comprehensive Outdoor Recreation Plan. The updated CORP will align with the City of Ashland Strategic Priorities 2022-2026 and create a cohesive framework to guide ongoing and upcoming investments and resource management strategies being made at the Ashland Oredock, Prentice Park, Kreher Park, Baron Radiator/Vaughn Public Library and other City owned spaces.

- c. Describe how this project is part of an integrated effort or approach.** The proposed project will integrate the City's Strategic Priorities 2022-2026 with and the Comprehensive Outdoor Recreation Plan. Through the update process,

City can work towards in achieving several of its priorities:

- City of Ashland residents and visitors will experience improved access to and from Ashland via Lake Superior through the installation of a commercial boat access point at the Marina and additional recreational access points along the shore
- Ashland's public beaches will be open 75% of the time during the swimming season, providing greater access to our residents and visitors
- Through the adoption of a Climate Change Resiliency and Adaptation Plan, the City of Ashland will have the ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to Climate Change.
- The City of Ashland will develop and implement a Plan for sustainable management of City greenspaces, furthering its commitment to the protection of our natural resources.
- Residents and visitors to the City's Waterfront will experience a 25% increase in the number and diversity of businesses and amenities.

Additionally, the City has been actively investing in improvements along many pieces of its waterfront open space system. The community seeks to understand and prioritize investments as a means of best leveraging its limited resources.

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

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

- 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. For plan or ordinance updates, explain the need for the revisions. Updates to comprehensive plans must provide details on the activities or topics that would not be addressed without WCMP funding.
- 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.

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 • 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 extent to which the problem, need or priority will be addressed by the project.

This proposal will assist the City in updating the City's CORP, this update will reflect the social, economic, environmental and infrastructure changes that have happened over the last 5 years and into the future. Support from WCMP is critical at this point in time as the community is investing heavily in transformative projects along its public lakefront.

b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy (www.glrc.us/).

This project will addresses the below high priority needs

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 **2020-2024 Lake Superior Lakewide Action and Management Plan (LAMP)** was created, Action #24 "Support climate change impact initiatives, projects or adaptation planning that increases the resilience of Lake Superior ecosystem's habitats and species", #26 "Plan, undertake and/or support low impact development, green infrastructure projects, and nature-based solutions that are suited to future extreme weather events and better protect species and habitat, including a possible pilot project to use natural alternatives to conventional pesticides" and #36 "Engage the public and landowners on the importance of Lake Superior ecosystem's habitats and species including the impacts of climate change '.

Multi-State:

- A major priority of the Council of Great Lakes Governors is to "adopt sustainable use practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes."
- The Council of Great Lakes Governors has established nine priorities to guide the restoration and protection of the Great Lakes, one priority is "use [best] practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes". This project, creating access for fishing, viewing and swimming on Lake Superior would increase the recreational value for all users.

State of Wisconsin:

- The Five Primary Goals for the 2019-2023 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) include:
 - Boost participation in outdoor recreation
 - Grow partnerships
 - Provide high quality experiences
 - Improve data to enhance visitor experience and benefits
 - Enhance funding and financial stability

The five goals relate directly to the City of Ashland CORP update.

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 Waterfront Development Plan (2019): Strategic Action Plan numerous items pages 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.
- City of Ashland Strategic Priorities 2022-2026
- The logo and motto for the City of Ashland “Find Yourself by the Water”

c. Describe the extent to which the project permanently addresses the problem or need.

This project will not permanently address a need as the world of outdoor recreation and development is dynamic and constantly changing. This proposal will update the CORP to better relay current trends in economic development, climate adaptation, environmental concerns, ownership patterns, and outdoor recreation.

d. Describe the extent to which the project leverages other technical or financial resources.

This proposal will leverage funds from the City’s Waterfront Development Fund for implementation of the project. The City’s Waterfront Development Fund was created by ordinance to fund projects specifically located on and along Ashland’s Waterfront. It will also leverage City staff investment of time to support public engagement, plan update documentation and funds set aside for zoning code updates.

e. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report.

A measurable result of this project will be the update of the City of Comprehensive Outdoor Recreation Plan. Though this plan is specifically for the City of Ashland, regional visitors, residents, and developers will be affected by the updates. The CORP will assist in the creation of new ordinances that relate to the outdoor recreation, parks, green spaces and natural areas. These plans will be guiding principles for the City of Ashland.

4. Methodology and Timetable

- 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).
- 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.
- 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?
- For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Provide a list and description of grant-funded project tasks, including a timeline and major milestones

City of Ashland Comprehensive Outdoor Recreation Plan Update Tasks and Timeline:

August 2024	– Create RFP
September 2024	– Advertise for qualified consultant
October 2024	– Hold interviews and make recommendation to the Common Council for approval
November 2023	– Hold first input session with municipal stakeholders; tour City outdoor recreation spaces/amenities
January 2025	– Hold first public input session
February 2025	– Hold second input session for the public and municipal stakeholders
March -April	– Write plan
May 2025	– Draft plan released for public comments
June 2025	– Draft plan approved by Parks and Recreation and Public Works Committee & Final plan approved/adopted by Common Council;
July 2025	– Close out Grant

b. Provide a list of work products or deliverables

City of Ashland Waterfront Development and Comprehensive Outdoor Recreation Plans Update Deliverables:

- Retain a consulting firm to assist with plan update
 - Outcome #1: Retention of a reputable and qualified firm
- Gathering of Public Input
 - Outcome #2: Creation of stakeholder group for each plan update and hosting of two meetings (stakeholder and public) to gather input on the plan updates
- Development of updated CORP
 - Outcome #3: Retained firm and City will compile public input to update the CORP

4) Approval and Implementation

- Outcome #4: City Staff and Retained firm will present each 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 will be distributed

The project cannot happen without public input. The City of Ashland values community input and knows that plans created with help of community members is successful. The plan will affect how the citizen's public land is managed. This proposal calls for the creation of a stakeholder group and two public meetings/charrettes for community feedback on the updates to the CORP. These meetings will be held at community gather spaces so welcome and encourage the community to share their thoughts. The City will also do community outreach in the form of social media, web-based opportunities for input, and info provided at various prominent locations within the community where input/comments can also be gathered. The City will also work with Northland College Sustainable Community Development professors and students in the planning process.

The final plans will be available on the City of Ashland website (www.coawi.org) for public viewing. Members of Common Council, Public Works and Parks and Recreation Committee will also receive copies of each for their records.

5. Project Budget

- a. **Use the separate Microsoft Excel document, *Budget Table*, to develop the budget** Fill out all of the tabs of the workbook. Transcribe (or copy and paste) the information into Table 1, below. Please contact WCMP staff with questions.

Provide a breakdown of the proposed project budget in **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 additional budget details. Include personnel names, fringe rates/benefits, calculations, equipment and supplies descriptions, travel details, indirect rate and calculation, and other items as needed.
- c. Contractual costs must be itemized (if known) using Table 2.
- d. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.

For all tables, round to the nearest dollar.

- a. Table 1: Budget (Required) **PLEASE USE THE SEPARATE MICROSOFT EXCEL FILE TO FILL OUT THIS TABLE!**

Activity (do not change categories)	WCMP Request	Match	Total
Personnel	\$0	\$1,000	\$1,000
Fringe	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies	\$0	\$640	\$640
Contractual	\$10,000	\$7,000	\$17,000
Other	\$0	\$1,360	\$1,360
Indirect Charges (requested indirect should not exceed 15% of total requested amount)	\$0	\$0	\$0
Indirect rate (%) (automatically calculated based on total indirect charges/total)			
Total	\$10,000	\$10,000	\$20,000

- b. Budget description (Required) Use separate Microsoft Excel file. If not applicable, list as NA.

Personnel names and salaries or hourly wages	Sara Hudson, Parks and Recreation Director , Hourly wage = \$35.59 X 28 = ~ \$1000
Fringe rate(s) (percentage and included benefits)	
Consultant name(s)	TBD
Equipment (list items)	
Indirect rate (percentage and description)	
Travel details	Travel
Supplies (additional details needed if over \$5,000 requested)	Posters, copies, advertising at social media, and newspaper
Other details	Funding would be used to pay for rental fees and refreshments for community meetings \$400 = Refreshments \$500 = Space Rental \$100 = BART Bus Transportation Fee

c. Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel			
Fringe Benefits			
Equipment			
Travel			
Supplies			
Contractual	\$10,000	\$7,000	\$17,000
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$10,000	\$7,000	\$17,000

d. Table 3: Additional budget items (optional)

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

6. Match Budget Description and Leveraged Funds

- 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?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. 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.)

a. Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.

In the City of Ashland 2023 Capital Improvement Budget, the City has budgeted a total of \$25,000 from the Waterfront Development Fund to be used towards this project. The City's Waterfront Development Fund was created by ordinance to fund projects specifically located on and along Ashland's Waterfront. No federal funds will be used as match for this project.

b. Describe how the grants will be leveraged with funding in addition to the grant and match amounts, including the amount. Describe efforts to find additional leveraged funds.

The City of Ashland will work with its partners, including Northland College, Ashland County Land and Water Conservation, Superior Rivers Watershed Association, to leverage additional funds and resources. The City will continue to look for other funding opportunities to better leverage funds for this project.

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

The City has been looking for other funding opportunities but none have come about. The City will continue to look for others funds for the project.

Describe any past WCMP-projects that are directly related to this project, if applicable.

In 2023 the City of Ashland was awarded a grant to create a Parks Master Plan document. The Master Plan and CORP will be cohesive documents that City Staff will use to plan future developments and budgets for the City's parks and outdoor recreation spaces.

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).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

a. Build partnership alliances with other organizations or agencies

The City of Ashland will be the lead agency in this project. The project will be completed through existing and enhanced alliances with Northland College, Lake Superior Collaborative, Ashland Chamber of Commerce and other local businesses and organizations for input, research, education, and letters of support to complete the overall project.

b. Develop exceptional marketing, outreach or education strategies

The City will work with the retained consultant, with experience in innovative outreach and educational strategies, to create marketing materials not only for public input session 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 will work with the retained consultants, Bad River Band of Chippewa, and other agencies to ensure that the unserved populations' voices are heard and all have access to this project.

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 # NA24NOSX419C0009.

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.

Ref: 2024-187

COUNCIL AGENDA: 7.A.
(8/20/2024)

SUBJECT: Consideration of an Alcohol Beverage License Application for a Class A Fermented Malt Beverage and Intoxicating Liquor Alcohol License for Taste of Wisconsin LLC dba Taste of Wisconsin, at 601 Lake Shore Drive East, Ashland, and Agent Jerry Henderson (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Fire Department Inspection (pending)

EXHIBITS:

1.	Individual Questionnaire - redacted
2.	Appointment of Agent - redacted
3.	Alcohol Beverage License Application - redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: Payment pending

COMPLIANCE WITH CHAPTER 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:

Taste of Wisconsin LLC dba Taste of Wisconsin has been renovating and working to relocate to 601 Lake Shore Drive East (formerly Little Caesar's Pizza). During this transition, Agent and owner Jerry Henderson did not sell or purchase for sale, alcohol for the business to sell over the counter. Being that he had moved to a new location, he was required to submit a new alcohol application in order to obtain the license.

Jerry expressed that he intended to decrease his volume of stock at his new location, but continue to offer Wisconsin-produced spirits. Staff is asking Council to approve his application pending a passing inspection by the Ashland Fire Department.

Alcohol Beverage
Individual Questionnaire

Date

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

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

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

Part A: Business Information

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

Tastes of Wisconsin LLC

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Henderson

2. First Name

Jerry

3. M.I.

S

4. Relationship to Business (Title)

Member

5. Email

jerry@upnorthfoods.com

6. Phone

(715) 682-2024

7. Home Address

109 Lakeshore Drive E

8. City

Ashland

9. State

WI

10. Zip Code

51806

11. Date of Birth

09/19/64

12. Drivers License/State ID Number

13. Drivers License/State ID State of Issuance

WI

Part C: Address History1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years
2

Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

3016 Toll Road

City

Ashland

State

WI

Zip Code

54806

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

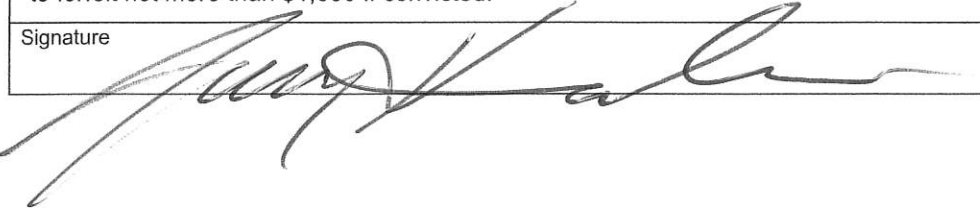
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

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

Signature 	Date 5-14-24
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Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

- ☐
- Original (no fee)
- ☐
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

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

TASTES OF WISCONSIN LLC

2. Business Trade Name or DBA

TATES OF WISCONSIN

3. Entity Type (check one)

- ☒
- Limited Liability Company
- ☐
- Corporation
- ☐
- Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒
- Municipal Retail License
- ☐
- State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

HENDERSON

2. First Name

JERRY

3. M.I.

S

4. Email

5. Phone

(715) 682-2024

6. Home Address

1019 LAKESHORE DRIVE E

7. City

ASHLAND

8. State

WI

9. Zip Code

54806

10. Age

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer \$ 100 ☐ Class "B" Beer \$ _____
- ☒ "Class A" Liquor \$ 500 ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$ <u>50</u>
Total Fees	\$ <u>650</u>

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) TASTE OF WISCONSIN LLC			
2. Business Trade Name or DBA TASTE OF WISCONSIN			
3. FEIN <u>84-4748616</u>		4. Wisconsin Seller's Permit Number <u>456-1030211378-02</u>	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization			
6. State of Organization <u>WI</u>		7. Date of Organization <u>2020</u>	
8. Wisconsin DFI Registration Number <u>T084143</u>			
9. Premises Address <u>601 LAKE SHORE DR E</u>			
10. City <u>ASHLAND</u>		11. State <u>WI</u>	12. Zip Code <u>54806</u>
13. County <u>Ashland</u>	14. Governing Municipality: ☒ City ☐ Town ☐ Village of: <u>ASHLAND</u>		15. Aldermanic District
16. Premises Phone <u>(715) 682-2024</u>		17. Premises Email	
		18. Website	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>Retail 1st Floor, coolers, back storage</u>			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

Part B: Questions		
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

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

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

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

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☐ Yes ☐ No

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

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

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone

Part D: Attestation

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

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

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

Last Name <i>Henderson</i>	First Name <i>Jerry-</i>	M.I.
Title <i>Owner</i>	Email	Phone <i>[REDACTED]</i>
Signature <i>[Signature]</i>	Date <i>7-22-24</i>	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk <i>7-22-2024</i>	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk <i>[Signature]</i>		Date Provisional License Issued (if applicable)	