Ashland City Council Meeting
Tuesday, October 29, 2024 – 6:00 PM
601 Main Street W. Ashland WI 54806

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

To attend 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, October 29, 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. **October 3, 2024 Budget Work Session Meeting Minutes**

B. **October 8, 2024 City Council and Committee of the Whole Meeting Minutes**

C. **October 16, 2024 Budget Work Session Meeting Minutes**

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. **Announcements**

B. **Appointments**

6. CONSENT AGENDA

A. **Miscellaneous Minutes**

7. OLD BUSINESS

A. **Consider a Resolution Authorizing the Issuance and Sale of $4,340,000 General Obligation Promissory Notes, Series 2024A to Fund Library Projects** *(Finance)* Roll

B. **Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy** *(Administration)* Roll

C. **Approve to Accept the Wisconsin Department of Administration Flexible Facilities Program Grant for $3,386,967.00 to Renovate the Third Floor of the Vaughn Public Library Building** *(Library)* Roll

D. **Approve an Agreement between the Public Service Commission of Wisconsin Office of Energy Innovation (OEI) and City of Ashland for a Rural Energy Start-Up Grant Program to Fund a Solar and Micro-Grid Feasibility Assessment** *(Planning)* Roll

E. **Approve a Contract between Jolma Electric LLC and City of Ashland, WI for $75,000 of Professional Services to Conduct a Solar and Micro-Grid Assessment under the Public Service Commission (PSC) Rural Energy Startup Program** *(Planning)* Roll

8. NEW BUSINESS

A. **Consider a Resolution to Approve a Final Condominium Plat for Property at 208 3rd Avenue West, Ashland, Lot 1 of CSM No. 788 Recorded in the Ashland County Register of Deeds Office on September 22, 2023 in Volume 5, Pages 162-163, as Document No. 362998, Zoned City Center (CC). Applicant: Patrick McKuen** *(Planning)* Roll

B. **Consideration of an Alcohol Beverage License Application from The Union on Main dba The Union, and Agent Jeanne Aspenson, 100 Main Street West, Ashland, WI** *(Clerk)* Roll

9. ADJOURNMENT

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

Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency 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

COMMITTEE OF THE WHOLE MEETING
Thursday, October 3, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. **Roll Call**

The Thursday, October 3, 2024 City of Ashland Committee of the Whole Budget Work Session was called to order by Council President Charlie Ortman at 6:00 p.m

PRESENT: Kevin Seefeldt, Ana Tochterman, Jim Gregoire, Charlie Ortman, Nancy Sztyndor.
ABSENT: Sarah Jackson, Andrew Goyke
ALSO PRESENT: Mayor Matt Mac Kenzie, City Clerk Denise Oliphant, Finance Director Julie Vaillancourt, Public Works Director John Butler.

2. **Approval of Agenda**

A motion by Gregoire and seconded by Seefeldt to approve the agenda as presented was approved unanimously by voice vote.

3. **Presentation and Discussion Regarding the 2025 Budgets and Budget Development**

Vaillancourt began by outlining the timeline for future budget sessions. On October 16, 2024, Council will be asked to recommend a 2025 budget to be presented for public hearing on November 12, 2024. There would be multiple dates for further work sessions and opportunities to determine any changes before the Public Hearing meeting.

Reviewed for Council were:
2025 Debt Service Funds, General Obligation Debt, Special Revenue Funds, and the Enterprise Funds for the JFK Airport and Marina.

Butler offered a presentation regarding the Water Utility Enterprise and Wastewater Utility Enterprise.

4. **Adjournment**

A motion by Sztyndor and seconded by Seefeldt to adjourn at 7:30 p.m. was approved unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

The CITY of ASHLAND WISCONSIN

MEETING MINUTES

ASHLAND CITY COUNCIL
Tuesday, October 8, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, October 8, 2024 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:03 p.m.

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochterman, Andrew Goyke, James Gregoire, Charlie Ortman, Nancy Sztyndor

ALSO PRESENT: Mayor Matthew MacKenzie, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Steven Wiley, Parks Director Sara Hudson, Police Chief Willis Hagstrom, Library Director Sarah Adams, Finance Director Julie Vaillancourt, Treasurer Jacey Dean, and interested citizens.

2. APPROVAL OF AGENDA

Mac Kenzie requested the closed session item be removed from the agenda. A motion by Ortman and seconded by Seefeldt to approve the amended agenda and remove the closed session item, was approved unanimously by voice vote.

3. APPROVAL OF MINUTES

A. **September 24 2024 City Council and Committee of the Whole**

A motion by Goyke and seconded by Ortman to approve the minutes as presented was approved uannimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Erin Cutler, 816 Water Street, spoke of numerous vagrants occupying public property within numerous encampments in the City.
Alan Kolwitz, Iron River business owner, commented on City Ordinances that prohibit metal-sided buildings such as carports on personal property.

5. MAYOR'S REPORT

A. **Announcements**

The Mayor announced he is hosting a volunteer picnic on Wednesday, October 30, 2024 beginning at 5:00 p.m. at the Central Railyard Park Concession building. The next budget work session will be held at the Library's 2nd floor meeting room on Wednesday, October 16, 2024 beginning at 6:00 p.m. City Hall will be having extended hours for registration for voting on Saturday, October 12, 2024 and on Tuesday, October 15, 2024, and for in-person absentee voting beginning on Tuesday, October 22, 2024. The City parks will be closing for the season beginning on October 13, 2024 by removing picnic tables, benches and locking public restrooms. The structure has been demolished at the former Baron Radiator site. There was a fire on the 200 block of Main Street West last week but the building was saved. The City had a cyber attack on its IT system over the past weekend. Governor Evers was in town to award a grant for the library's renovation project. The topic of a pedestrian crossing near the Walmart entrance is still on the City's strategic plan for discussion. October 15, 2024 is White Cane Day andMac Kenzie plans to make a proclamation of this on that day.

6. CONSENT AGENDA

A. **Approve Entering into a Commercial Lease Agreement at 618 Beaser Avenue, Ashland as a Temporary Location of the Vaughn Library during Renovations** *(Library)*

Mac Kenzie noted an amendment has been made and agreed upon by both the Library and the Beaser property owner.

B. **Miscellaneous Minutes**

A motion by Jackson and seconded by Tochterman to accept the Consent Agenda including the agreement amendedment, was approved unanimously by voice vote.

7. OLD BUSINESS

A. **Approve to Accept a Grant from the Wisconsin Department of Natural Resources Recreational Boating Facilities Grant Program for the City of Ashland Kreher Park Launch Development** *(Parks)*

A motion by Ortman and seconded by Seefeldt to accept the grant was approved unanimously by roll call vote.

B. **Approve to Accept a Wisconsin Department of Natural Resources (WI DNR) Forest Fire Protection Grant** *(Fire Department)* Voice

A motion by Ortman and seconded by Seefeldt to accept the grant was approved unanimously by voice vote.

C. *****Approve a Resolution for the Wisconsin Department of Natural Resources Urban Forestry Grant for the Continuation of the City of Ashland Emerald Ash Borer Readiness Plan for Tree Removal and Replanting** *(Parks)* Roll

A motion by Seefeldt and seconded by Ortman to approve the resolution passed unanimously by roll call vote.

8. NEW BUSINESS

A. **Consider a Resolution Providing for the Sale of Approximately $4,340,000 General Obligation Promissory Notes to Fund Library Projects** *(Administration)* Roll

Sean Lentz, Senior Municipal Advisor of Ehlers reviewed the item and answered questions from Council. Ortman moved, seconded by Jackson to approve the resolution passed unanimously by roll call vote.

9. ADJOURNMENT

A motion to adjourn by Goyke, seconded by Gregoire, was approved unanimously by voice vote.

Respectfully submitted,
Denise Oliphant, City Clerk

MEETING MINUTES

COMMITTEE OF THE WHOLE MEETING
Tuesday, October 8, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. **Roll Call**

The Tuesday, October 8, 2024 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:45 p.m.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochterman, Andy Goyke, Jim Gregoire, Charlie Ortman, Nancy Sztyndor.

ALSO PRESENT: Mayor Matt Mac Kenzie, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Steven Wiley, and interested citizens.

2. **Approval of Agenda**

A motion by Gregoire and seconded by Seefelt to approve the agenda passed unanimously by voice vote.

3. **Council President's Report**

Ortman passed along a reminder of the upcoming Harvest Fest on October 19, 2024.

Mac Kenzie asked to announce that the City was officially dismissed from the claim of Craig vs. City of Ashland.

4. **DISCUSSION AND POSSIBLE ACTION ITEMS**

A. **Policy for Special / Standard Assessments *(Tochterman)***

Tochterman asked to review the current policy and determine whether any changes were needed. Butler spoke to the policies and answered questions from Council. Mac Kenzie recommended this may be a topic for the newly formed Communications Task Force.

No action was taken at this time.

B. **Snow Clearing of Sidewalks *(Ortman)***

Ortman questioned if there should be a change in the policy, and the feasibility of the City to remove snow from sidewalks. Butler answered questions from the Councilors. It was determined that more information was needed to continue the conversation.

No action was taken at this time.

C. **Review of Ordinance Regarding Rooming / Boarding Houses *(Seefeldt)***

Seefeldt requested a discussion regarding the potential for rooming houses for adults in the City. Wiley spoke to the ordinances and answered questions from Council. Seefeldt asked to have Planning Department staff review this item and return to Committee of the Whole in the future.

5. **Items for Future Discussion**

Sztyndor asked to continue to address the homeless issue in the City, particularly the safety of the community.
Tochterman confirmed the issue regarding siding materials is on the Plan Commission's next agenda.

6. **Adjournment**

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

Respectfully Submitted,
Denise Oliphant, City Clerk

MEETING MINUTES

COMMITTEE OF THE WHOLE MEETING
Wednesday, October 16, 2024 – 6:00 PM
Ashland City Hall Council Chambers

1. **Roll Call**

The Wednesday, October 16, 2024 City of Ashland Committee of the Whole Meeting Budget Work Session was called to order by Council President Charlie Ortman at 6:03 p.m.

PRESENT: Kevin Seefeldt, Andrew Goyke, Jim Gregoire, Charlie Ortman, and Nancy Sztyndor
EXCUSED: Sarah Jackson and Ana Tochterman.

The Clerk noted that a quorum of the Council was present.

ALSO PRESENT: Mayor Matt Mac Kenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Finance Director Julie Vaillancourt, Library Director Sarah Adams, Public Works Director John Butler, Treasurer Jacey Dean, and Parks Director Sara Hudson.

2. **Approval of Agenda**

A motion made by Sztyndor and seconded by Seefeldt to approve the agenda passed unanimously by voice vote.

3. **DISCUSSION ITEMS**

A. **Presentation and Discussion of the Proposed 2025 General Fund Budget and Proposed 2025 Capital Projects Budget**

Kucera reviewed the proposed 2025 budget with Council including general government, public safety, health and social services, public works, parks and recreation, and planning and development budgets. He also reviewed and answered questions from Council regarding revenues, internal revenue service fund and proposed capital projects.

B. **Discussion and Consideration to Approve 2025 General Fund, Special Revenue Funds, Debt Service Funds, Internal Service Funds, and Enterprise Funds Budgets for Public Hearing and Council Approval at the November 12, 2024 Council Meeting**

A motion made by Goyke and seconded by Seefeldt to forward the proposed 2025 Budget to Council for a public hearing and formal approval, and to hold additional budget meetings before the public hearing meeting on November 12, 2024, was approved unanimously by voice vote.

C. **Discussion and Possible Action Regarding a Resolution to Exempt the City of Ashland from the Ashland County Library Levy *(Finance)***

A motion by Seefeldt and second by Goyke to forward the resolution to the October 29, 2024 Council meeting for formal approval, was approved unanimously by voice vote.

4. **Adjournment**

The motion to adjourn made by Goyke and seconded by Gregoire, passed unanimously by voice vote.

Respectfully Submitted,
Denise Oliphant, City Clerk

Ref: 2023-231

COUNCIL AGENDA: 5.B. (10/29/2024)

SUBJECT: **Appointments**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Library Director

EXHIBITS: 1. M Harvey - Volunteer form (redacted)

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Mayor requests Council approval of the following appointment:

<u>Library Board</u>
Mel Harvey, Township Representative - term to expire October 31, 2027

Denise Oliphant

From:	noreply@civicplus.com
Sent:	Monday, October 21, 2024 1:27 PM
To:	Denise Oliphant; Chelsea List
Subject:	Online Form Submission #872 for Offer to Volunteer - Committee

Offer to Volunteer - Committee

OFFER TO VOLUNTEER - COMMITTEE

I would like to be considered a nominee for the following Committee(s):	Vaughn Public Library Board, Towns Representative
Brief statement of education, work experience, or training	I own and operate a small cleaning and organizing business. I have enjoyed both cleaning and organizing since I was young and love interacting with my clients. Prior to starting my business, I worked in customer service and higher education for over a decade. I have a masters degree and have been an avid reader since childhood. I can still remember when I obtained my first library card! I can contribute numerous skills from my work history, knowledge from lived experiences, and genuine love of libraries to serve the library board.
Biography	My family and I moved to Ashland from Indianapolis, IN nine years ago, and from Ashland to Cayuga a few years back. Starting my business has provided me with the opportunity to meet even more amazing people, travel throughout the county, and deepen my appreciation of our community. Because I have been able to spend time out in our community, I am excited at the opportunity to begin a new chapter of experience with the library board. In my free time, I enjoy cultivating our home, spending time with my family, and reading.
References	Mary Asbach Carver Harries,
Name	Mel Harvey
Email Address	
Address	71415 Cayuga Road
City	Mellen
State	WI

Zip Code	54546
Phone Number	
Cell/Work Number	

Email not displaying correctly? View it in your browser.

AIRPORT COMMISSION MEETING MINUTES: **Thursday, August 22, 2024**

1. Roll Call

a. Commission Members: Lloyd Orensten, John Coffey, Richard Huber, Carol Ortman, Blake Ellefson

PRESENT: Lloyd Orensten, John Coffey, Richard Huber, Carol Ortman, Blake Ellefson

ABSENT: None

ALSO PRESENT: Airport Manager Derek Hall

2. Approval of Minutes

a. July 18, 2024 Meeting Minutes

Motion to Approve July 18, 2024 Minutes by Huber
Second: Coffey
Vote (Voice): Passes unanimously 5-0

3. Citizen Participation Period

No members of the public present.

4. Commission Items

a. Lot Description Survey Exhibit

Hall reported that five hangars do not match the dimensions listed, noted in red on the presented map. Karl recommended re-writing the leases to reflect the change in dimensions to reflect the correct legal description. Karl inquired with the commission about who the tax collecting body is, the commission felt that it should be the city.

b. Runway 02/20 Runway Rehabilitation Project Update

$3.8 Million dollar project was awarded to McCabe previously. The FAA expressed concerns about the condition of the main runways, along with the taxiway that comes off at the intersection of the two runways. The Taxiway is being reconstructed to come off of runway 02. The commission asked about where the money was coming from. Hall stated he is meeting with the City Finance Director in the next week or two. Hall said the project is supposed to start in Spring of 2025. Commission made remarks about falling Jet A fuel sales during the project since most jets cannot use the shorter runway.

c. Future Airport Improvement Projects

Hall reported further on his conversation with the WI-BOA. The person he spoke with suggested the apron and potentially reconstructed the SRE building. The FAA is hesitant to provide funding to buildings as old as the SRE building is, so building a new building would be more appealing to the FAA for fund allocation. Hall inquired about expanding the concrete for jet parking, the person stated it could be a possibility and it would be looked at. The possiblity of receiving funding from the FAA for a new fuel farm is a possibility.

5. Airport Manager's Report

Rep from the TSA came out for a security inspection. He reported everything was to his satisfaction, noting comments about ramp lighting being less than optimal, but no action items given to Hall.

Ashland Fire Department did their building inspection and found everything was at satisfaction.

Hall reported that he had his first 3 AM call. Hall mentioned he'd like some relief at some point to prevent burnout from being constantly on call. The Commission recommended reaching out the Bill Moore, John Sill, and a few others to talk about availability and how they handled compensation for handing out on-call responsibilities.

Hall reported around 8,000 gallons of Jet A sales in the last 6 months. If things keep up the way things are going, Hall reported that another order would need to be placed.

6. Approval of Bills

Motion to approve bills as stated in the attachment by: Huber
Second: Ellefson
Vote (Voice): Passes unanimously 5-0

7. Set Next Meeting Date

Ellefson asked for the tentative budget be available to the Commission at the next meeting.

Next meeting is set for September 26th, 2024 at 4:30 PM at the JFK Memorial Airport Terminal.

8. Adjournment

Motion to adjourn: Ortman
Second: Ellefson
Vote (Voice): Passes Unanimously

Submitted by Kevin Haas
Deputy Clerk
8/26/2024

Parks and Recreation Committee Meeting Memo

Monday August 12, 2024

5:00-6:30pm

III Information Items/Updates

- Parks
  - New playground has been installed at the East End Community Park
    - Community members (Nancy) is continuing to work diligently to raise money for the new warming house at the East End Rink. The City will be budgeting a small amount of money in the 2025 CIP budget to help with this project. This project is expected to happen between May and Oct of 2025.
  - Campgrounds have FINALLY been full. The Kellners are the hosts at Kreher for the month of August. Jeannie and Terren Jessie will be hosting at Prentice until October, they started Mid-May
  - Sara took a field trip with Joe Hasskamp to NC to look at their native flower plantings by the ballfields. This City hopes to implement a similar plantings in some of the areas we no longer are mowing. Prentice Park will be the first trial area.
  - Concerts in the Parks: happening every Thursday June 14 – August 29 either at Plaza Park or at the Bandshell. A steady crowd as been at all concerts. City staff have been selling adult libations to help offset costs of the musicians.
- Recreation
  - Hailey Herrscher is our new Recreation Coordinator.
  - Summer Program updates:
    - Flag Football : 100 kids have register, it starting August 26, this program is open to kids grades K-8th
    - Summer Day Camps: 5 weeks, running M-Th, Noon – 4:30 with an average of 11 kids/wk.
    - Beaser Community Garden Kids Club : Thursday 9-10am and 4-5pm, average of 6 kids/meeting
    - Fun, Run and Read: Wednesdays July 10- August 14 from 10-11:30am, collaborative program with the VPL, each week we visit a local park, play games and literacy activities. Average of 15 kids/week.
    - Art in the Park: program funded by the Ashland Education Fund, two retired Art teachers implemented this program July 29-Augsut 2 at the CRYCB for age's kids ages 5-12. Another collaborative program with the VPL.
    - Tennis: ran Tuesdays July 16 – August 6, Gary Stevens was the instructor and 19 kids participated.
    - Diamond Sports: Babe Ruth had 37 kids registered, enough kids to field 3 teams. Babe Ruth ran June 1 – July 17. Softball had 60 girls registered, APR was able to field 2 U10 te3ams, 1 U12 and 1 U14 team. Softball run May 1 – June 30. Tball and Basics of Baseball ran from July 8-August 3, each practiced 2 days/week for 35 min each

day and each had 3 sections/teams. Tball had 40 kids registered and Basics of Baseball had 34 kids registered.
        - Martial Arts: we ran 2 4 week sessions, first session had a “Beginners” and “All Belts” class, and second session is only an “All Belts” class. Brittany Schmidt is the instructor, 20 kids participated between the 3 classes.
        - NICA: Middle and High School Mountain Bike team open to kids in 6th-12th grades in South Shore, Bayfield, Washburn and Ashland school districts. We have 21 kids registered. Season runs August 1 – October 20, the team travel to 5 festivals (races) throughout the season
        - Gymnastics: ran 3, 3 weeks sessions each session had all levels including a new Ninja class. A total of 270 kids participated in gymnastics this summer.
    - Other fall programs will be rolling out in early Sept.
- Urban Forestry
    - Levy Tree Care was in town 3 of the last 4 weeks to treat 130 ash trees in the ROW and in parks.
- Community Garden
    - Axel will provide an update
- Ashland Farmers Market
    - An update from Ainsley, Market Manager, will be available at the meeting.
- Other

IV. Business Items:

- Discussion Parks Master Plan Update
    - MSA hopes to have a draft of the Master Parks Plan by September, we will have a joint meeting to review the plan.

- Discussion and Possible Action to Update Ordinance 463: Policies and Procedures for Parks, Facilities and Recreation Areas
    - The City Administration is looking to update Ordinance 463 to ATV/UTV rules, overflow camping, and a few other minor edits. A suggested ordinance update will be given to the committee prior to the meeting. This link will take you to the online version of Ord. 463.
    - Adding ebike language to the Ord 463 under Ashland Rails to Trails System
    - Limit usage of ATV/UTV at a parks: Prentice vs Kreher
        - Allow ATV/UTV usage in Prentice Park
- Discussion on the 2025 Capital Improvement Budget (CIP) List/Priorities

- Discussion and Possible Action on Planting Fruit Baring Trees in Public Spaces
    - This link will take you to the Ord. 454: Planting, Maintaining, and Removing Tree and Shrubs. Attached is also the current approved Tree List for plantings in City ROW and other public lands. Additions to this list are welcomed. The City staff feel that planting fruit bearing trees in boulevards could be problematic for homeowners and pedestrians, instead staff is

recommending that fruit bearing trees get planted in designated City parks: Prentice Park green space, West End Skating Rink and other TBD.

Next Meeting Date

September 16, 2024

VI. Comments and Questions

VII. Adjourn

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

Ref: 2024-236 **COUNCIL AGENDA: 7.A. (10/29/2024)**

SUBJECT: **Consider a Resolution Authorizing the Issuance and Sale of $4,340,000 General Obligation Promissory Notes, Series 2024A to Fund Library Projects *(Finance)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Administrator

EXHIBITS: 1. Proposed Resolution No. 17800

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

There will be a presentation and recommendation by Sean Lentz, Senior Municipal Advisor from Ehlers, Inc. for the issuance and sale of $4,340,000 general obligation promissory notes. The bid opening will be 10am October 29th at Ehlers, Inc.

The City received an A+ stable credit rating from Standard and Poors.

The attached resolution was prepared by Quarles and Brady, the law firm serving as the City's bond counsel. The attached resolution contains a number of blank spaces and missing exhibits. According to Quarles and Brady, the absent information will be filled in and attached the day of the note sale. Quarles and Brady will then e-mail the final document to the City, including exhibits, during the afternoon of October 29th to permit it to be available for the Council meeting later in the evening.

The following is a brief history regarding the debt funding portion of Vaughn Public Library renovation project.

- At the October 24, 2023 meeting, Council approved resolution #17744 in support of the renovation project.
- At the November 14, 2023 meeting, Council approved resolution #17748 for the authorization to issue $4,340,000 of general obligation bonds for the renovation project.
- On December 15, 2023 eligible Electors of the City of Ashland successfully petitioned to require a referendum to issue the bonds for the renovation project.
- At the January 9, 2024 meeting, Council approved the referendum question to be placed on the April 2, 2024 spring election ballot by a vote of 6-1.
- City of Ashland Electors approved the referendum to issue the bonds for the renovation project on April 2, 2024 with 1067 voting Yes and 929 voting No.
- At the October 8, 2024 meeting, Council approved resolution #17797 to provide for the sale of approximately $4,340,000 general obligation promissory notes to fund library projects.

Effective March 23, 2024, municipalities may issue notes for up to a 20-year term. Previously, it was up to a 10-year term. Bonds have always been up to a 20-year term. The advantage of issuing notes rather than bonds is if the debt issue proceeds are not 100% spent on the renovation project, the Council has the authority to re-direct the capital project use of the remaining proceeds rather than using the remaining proceeds for future debt service payments as required by bond issues.

RESOLUTION NO. 17800

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 4,340,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A TO FUND LIBRARY PROJECTS

WHEREAS, on November 14, 2023, the Common Council of the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City") adopted an Initial Resolution approving the issuance of general obligation bonds to pay the cost of the library projects (the "Project") and subsequently electors numbering more than 10% of the votes cast for governor in the City at the last general election filed a petition requesting a referendum on the Initial Resolution;

WHEREAS, on April 2, 2024 the electors approved a referendum on the Initial Resolution;

WHEREAS, on October 8, 2024, the Common Council adopted a resolution (the "Set Sale Resolution"), providing for the sale of general obligation promissory notes (the "Notes") rather than general obligation bonds for public purposes, including paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on October 29, 2024;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on October 29, 2024;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($4,340,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of $4,340,000; shall be dated November 26, 2024; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on the dates and in the principal amounts set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on December 1, 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on December 1, 2033 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the

Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 29, 2024.

____
Matthew MacKenzie
Mayor

ATTEST:

____
Denise Oliphant
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

QB\92615160.1

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

QB\92615160.1

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on __________ 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on December 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on __________1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on __________1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on __________1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on __________1, ____

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)]

QB\92615160.1

EXHIBIT E

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
	ASHLAND AND BAYFIELD COUNTIES	
NO. R-___	CITY OF ASHLAND	$_______
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
_________ 1, _____	November 26, 2024	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ______________________ THOUSAND DOLLARS
($__________)

FOR VALUE RECEIVED, the City of Ashland, Ashland and Bayfield Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $4,340,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of library projects, as authorized by a resolution adopted on October 29, 2024 (the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2033 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years ________ are subject to mandatory redemption by lot as provided in the Resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Ashland, Ashland and Bayfield Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ASHLAND
ASHLAND AND BAYFIELD COUNTIES,
WISCONSIN

By: ______________________________
Matthew MacKenzie
Mayor

(SEAL)

By: ______________________________
Denise Oliphant
City Clerk

QB\92615160.1

Date of Authentication: _______________, ______

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Ashland, Ashland and Bayfield Counties, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By____________________________
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints ____________________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

___________________________ (e.g. Bank, Trust Company or Securities Firm)

______________________________ (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

___________________________ (Authorized Officer)

Ref: 2024-232 | **COUNCIL AGENDA: 7.B. (10/29/2024)**

SUBJECT: **Approve a Resolution to Exempt the City of Ashland from the Ashland County Library Levy *(Administration)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Approved Unanimously by Committee of the Whole, October 8, 2024

EXHIBITS: 1. Proposed Resolution No. 17799

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Each year, Ashland County adopts a library levy which is used to offset a portion of the costs that each library in the County incurs for serving non-municipal patrons. The idea is to have those County residents that do not support a local library through their municipal property tax help fund the libraries in their County. Wisconsin State Statute 43.64(2) allows the City to exempt itself (City residents) from the County's Library Levy. To qualify for the exemption, the City's budget for library services must be greater than the amount that the City's share of the

County library levy would be, and the City Council must annually adopt a resolution declaring the exemption. The City's proposed budget for 2025 includes a transfer of $312,000 to the Library fund.

The Committee of the Whole unanimously approved at their October 8, 2024 meeting, to forward this item for formal approval as City Council.

RESOLUTION No. 17799

RESOLUTION TO EXEMPT THE CITY OF ASHLAND FROM THE ASHLAND COUNTY LIBRARY LEVY

WHEREAS, Wisconsin State Statute 43.64 (2) provides for the exemption from the County Library Levy for any municipality which has higher municipal library expenditures than the municipality's share of the County Library Levy; and,

WHEREAS, the City of Ashland has appropriated and will expend $312,000 on local library service in 2025, which is higher than the City of Ashland's share of the Ashland County library levy.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Ashland hereby designates this resolution as its applications for exemption from the Ashland County Library Levy for the 2025 budget, pursuant to Wisconsin State Statute 43.64 (2)(b), and instructs the City Clerk to convey this resolution to the Ashland County Board.

____
Alderperson

PASSED: October 29, 2024

ATTEST: __________________________
Denise Oliphant, City Clerk

____
Matt MacKenzie, Mayor

APPROVED AS TO FORM:

____
Tyler Wickman, City Attorney

Ref: 2024-233 | **COUNCIL AGENDA: 7.C. (10/29/2024)**

SUBJECT: **Approve to Accept the Wisconsin Department of Administration Flexible Facilities Program Grant for $3,386,967.00 to Renovate the Third Floor of the Vaughn Public Library Building *(Library)* Roll**

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Library

CLEARANCES: Approved Unanimously by Committee of the Whole to Apply, January 9, 2024

EXHIBITS: 1. WI DOA Grant Award Letter, October 7, 2024

EXPENDITURES REQUIRED:

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: None

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH CHAPTER 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Flexible Facilities Program is funded by the U.S. Department of Treasury through the American Rescue Plan Act's Capital Projects Fund. The outcomes of expending the award on transforming the current private space on the third floor of the library into a public learning and collaboration space featuring smart meeting rooms and a digital lab, meet the State of Wisconsin goals to narrow the digital divide, increase shared public space for learning, and access to broadband internet for work and health.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
Tony Evers, Governor
Kathy Blumenfeld, Secretary

October 7, 2024

The Honorable Mathew MacKenzie, Mayor
City of Ashland
601 Main Street West
Ashland, WI 54806-0601

RE: City of Ashland 2024 Flexible Facilities Program (FFP) Project Award and Pre-Agreement Requirements

Dear Mayor MacKenzie:

Thank you for your recent Flexible Facilities Program (FFP) project proposal for public library renovations and updates. On behalf of Governor Tony Evers, I am pleased to inform you that the Wisconsin Department of Administration (DOA) will award up to $3,386,967.00 to the City of Ashland (referred to as the "Grantee" hereafter) for this FFP project.

The Flexible Facilities Program (FFP) is funded by the U.S. Department of Treasury through the American Rescue Plan Act's Capital Projects Fund. Wisconsin is using part of its allocation from the Capital Projects Fund for the FFP, which provides grants to local and Tribal governments for the purposes of enabling work, education, and healthcare monitoring, including remote options, in public libraries, community centers, and multi-purpose community facilities to address the needs of residents. DOA's Division of Energy, Housing and Community Resources (DEHCR) will be administering the FFP.

To determine the projects that would receive FFP awards and ensure that FFP Grant Applications met federal and program requirements, representatives from across the State of Wisconsin government reviewed and scored grant applications using the FFP competitive application criteria. A Scoring Summary sheet for your FFP Grant Application is included on page 10 of this letter.

Please see pages 4-9 of this letter for information regarding the FFP requirements that must be met and the documentation that must be submitted to DEHCR prior to the Grant Agreement being executed and prior to the start of construction. You have **forty-five (45) days** from the date of this letter to submit the items listed under "Pre-Agreement Documents Submission" on pages 6-8, including signing and returning the Acceptance of Award (Acceptance) on page 3. After DEHCR receives these items, you will be contacted by the DEHCR project representative assigned to your project to further discuss the terms and conditions of the FFP award to help ensure the successful administration of this project.

Congratulations and thank you for your efforts in helping our communities prosper and maintain a high quality of life for all Wisconsin residents.

Sincerely,

Kathy Blumenfeld
Secretary
Wisconsin Department of Administration

Attachments: 8

cc: Senator Romaine Robert Quinn, Senate District 25, State of Wisconsin
Representative Chanz Green, Assembly District 74, State of Wisconsin
Brant Kucera, City Administrator, City of Ashland
Denise Oliphant, City Clerk, City of Ashland
Sarah Adams, Library Director, Vaughn Public Library
David Pawlisch, Administrator, DEHCR
Tamra Fabian, Director, Bureau of Community Development, DEHCR
Cindy Frankiewicz, Fiscal Section Chief, DEHCR
Stacey Miller, Grants Specialist – Advanced, Bureau of Community Development, DEHCR

ACCEPTANCE OF THE AWARD

This award letter represents the Department of Administration – Division of Energy, Housing and Community Resources' intent to award a grant to the Grantee. The Grantee's intent to accept the award is indicated by signing below and returning this document to DEHCR via email to the assigned DEHCR project representative listed at the end of this letter.

AUTHORITY TO SIGN DOCUMENT: The individuals signing this Acceptance on behalf of the Grantee certify and attest that they have full and complete authority to bind the Grantee on whose behalf they are executing this document.

The individuals signing below also acknowledge that the specific provisions of this award letter are not binding upon DEHCR nor the Grantee and that DEHCR may withdraw this award at any point for any reason.

ACKNOWLEDGEMENT

Grantee:

Signature of Chief Elected Official	Date Signed
Printed Name of Chief Elected Official	Title of Chief Elected Official
Signature of Clerk	Date Signed
Printed Name of Clerk	Title of Clerk

FFP REQUIREMENTS AND PRE-AGREEMENT DOCUMENTS SUBMISSION

Specific procedures must be followed prior to undertaking FFP activities. The Grantee must comply with applicable federal and state regulations and other grant requirements. Failure to comply may result in this award being rescinded.

PROJECT ADMINISTRATOR TRAINING

All FFP project administrators are required to attend any implementation training sessions, as scheduled by the Division. The first FFP Implementation Training is scheduled for **Thursday, December 12, 2024**. It will be held via live webinar. Information and updates will be emailed to awarded Grantees and posted on the *FFP website* (under the "FFP Implementation Training" section):
https://energyandhousing.wi.gov/Pages/AgencyResources/FlexibleFacilities.aspx

PROCUREMENT PROCESS

Regulations require each FFP Grantee to follow its local procurement policy. The Grantee must use procurement procedures that comply with federal, state, and local rules and regulations for purchases and contracts funded in whole or in part with FFP dollars. FFP Grantees are subject to the following guidance and requirements for procurement, purchasing, contracting, and financial management:

- *Grant Announcement* (Sections 5-8) specifications for eligible costs, the project budget, matching funds, contractor debarment checks, finanial management, and finanical audits;
- Federal regulations *2 CFR §200.317* through *2 CFR §200.327* for procurement and purchasing;
- Federal regulations *2 CFR §200 Subpart E – Cost Principles* for financial management requirements;
- Federal regulations *2 CFR §200.334*. for financial records retention;
- *FFP Implementation Handbook* (upon release) for additional financial management requirements and procedures for FFP payment requests; and
- Wisconsin State Statutes for the competitive sealed bidding and contracting requirements (Wis. Stats. *§66.0901* [all], *§59.52(29) – (31)* [Counties], *§60.47* [Towns], *§61.54 – §61.57* [Village], *§62.15* [Cities].

The Grantee's procurement policy must be submitted to and reviewed by DEHCR prior to the Grantee receiving any funding. The Division cannot release FFP funds for contracted materials and services that have been improperly procured. An exception to any applicable competitive procurement requirements specified in *2 CFR §200.320* must be requested from and approved by DEHCR. The request must meet the justication criteria set forth in *2 CFR §200.320(c)* and be in compliance with the Grantee's local procurement policies**.** Additional guidance and requirements will be provided in the *FFP Implementation Handbook* (upon release).

ENVIRONMENTAL REQUIREMENTS

An Environmental Review Record and the affiliated actions must be completed for the project and an Environmental Certification letter must be issued by DEHCR's Environmental Compliance Officer prior to the start of construction activities, the aquisiton of real property, and/or making other purchases (for items other than those for which the costs are deemed exempt from this requirement, such as grant administration and engineering professional services). Starting construction activities prior to meeting environmental compliance certification requirements may disqualify the project from FFP funding eligibility. The environmental specifications for FFP projects are provided in the Grant Announcement (Section 11) and the *FFP Project Environmental Report Template* and the *Application Training webinar held May 10, 2024* [access the presentation slides and recording on the *FFP website* (under Application Training section)]. Additional guidance and requirements will be provided in the *FFP Implementation Handbook* (upon release). Changes to the project scope work may require additional environmental review activities. For assistance regarding environmental compliance, please contact the Environmental Desk at *DOAEnvironmentalDesk@wisconsin.gov*.

ACQUISITION & RELOCATION

FFP projects involving acquisition (of property and temporary and permanent easements) and/or relocation activities are subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (i.e., URA) [*49 CFR §24*]; State of Wisconsin regulations [*Ch. 32, Wisconsin Statutes*, and *Ch. Admin. 92*]; and the *FFP Grant Announcement* (Section 11). Grantees must inform the Division upon determining acquisition and/or relocation is required for the project. Additional guidance and requirements will be provided in the FFP Implementation Handbook (upon release). Also refer to the Department of Administration's Relocation Assistance website [*https://doa.wi.gov/Pages/AboutDOA/RelocationAssistance.aspx*]. For the acquisition to be eligible for reimbursement, the Grant Agreement must be fully executed and the Environmental Review requirements met prior to the acquisition of property, unless otherwise agreed upon by DEHCR for the acquisition.

LABOR STANDARDS

FFP Grantees are required to demonstrate the use of fair labor practices throughout the project period. The *Contract Work Hours and Safety Standards Act (CWHSSA)*, *Fair Labor Standards Act (FLSA)*, and general fair labor practices all apply to FFP projects. Davis-Bacon and Related Acts (DBRA), or "Davis-Bacon," federal labor standards do *not* apply to FFP projects, *unless* required by other *non-FFP* funding sources of the project. All construction prime contractors and subcontractors are subject to the fair labor practices specified in the *Grant Announcement* (Section 11), including paying their employees working on the FFP project at least the wage rates specified and submitting payroll records and supporting documentation for fringe benefits and deductions for monitoring by the Grantee, State/DEHCR, and/or Treasury. The Grantee is responsible for payroll reviews to confirm compliance and address any noncompliance issues, as applicable. Additional guiadance and requirements will be provided in the FFP Implementation Handbook (upon release).

QUARTERLY & ANNUAL REPORTING

Quarterly and annual reporting for the FFP project is required. The Grantee must submit the reports in accordance with the guidance and requirements that will be provided in the FFP Implementation Handbook (upon release) and the *FFP Implementation Training* (to be held via webinar on December 12, 2024).

PROGRAM INCOME & SUSTAINABILITY REQUIREMENTS

All fees and other charges received by the Grantee (or the Grantee's Subrecipient) for the public's use of the facilities, equipment, devices, and materials purchased with or made possible by the FFP project grant funding are subject to the "program income" requirements set forth in the FFP Grant Announcement and *2 CFR §200.307*. Program income earned through December 31, 2026, must be reported to DEHCR on a quarterly basis, following the guidance that will be provided in the FFP Implementation Handbook (upon release). All program income must be re-invested in the facilities and materials for which the original FFP grant funding investments were made, including FFP facility and equipment/device costs. The State is required to add program income to the FFP award amount when reporting financial expenditures to the U.S. Treasury (the Federal funding source), pursuant to *2 CFR §200.307(e)(2)*. Note, however, that this does not change the State's award letter to the Grantee, nor the award amount the Grantee is to enter on DEHCR reporting documents. Program income funds are to be reported separately from the original FFP award.

In addition, when using FFP funding to assist a project, the terms and standards for the use of real property associated with the FFP project site that are specified the FFP Grant Announcement and *2 CFR §200.311* apply. These standards apply from the date FFP funds are first spent for acquiring the property or for making improvements to the property until five (5) years after closeout of the Grantee's project with DEHCR. In the FFP Grant Application, the Grantee certified that the tribal or local government or subrecipient of the FFP funds has the capacity and a plan in place for sustaining the program services specified in their FFP Grant Application for five (5) years following the completion of the FFP project. The Grantee (or the Grantee's Subrecipient) must continue the program services specified and is not permitted to change the use of the property for five (5) years after completing the FFP project, unless otherwise pre-approved by DEHCR and the U.S. Department of Treasury. The Grantee may be required to return all FFP funds for non-compliance with this requirement. Contact DEHCR with any questions pertaining to this restriction.

OTHER FUNDING SOURCES

The Grantee is subject to the specifications of *2 CFR §200.403(f)* and there can be no duplication of state and federal payments received for the same item or service. Costs paid with other state and/or federal funding sources are ineligible for payment with FFP grant funding.

PRE-AGREEMENT DOCUMENTS SUBMISSION

All information provided in the FFP Grant Application is subject to further verification and review by the Division. The Grant Agreement will be prepared and routed for signatures after the Division receives and approves the following pre-agreement documentation:

1. A signed Acceptance of Award (Acceptance form provided as page 3 of this letter).

2. A copy of the Grantee's procurement/purchasing related policy or policies (if multiple are applicable) with the local government's procedures and requirements for purchasing and contracting for goods and services. *[Note: The Grantee's procurement requirements and guidelines may be within a document with a different name, such as a purchasing policy or ordinance, or other financial management policy.]*

3. The FFP Executed Contracts Report (attached with this letter), listing the prime contracts and sub-contracts executed to date and providing the information requested on the Report form.

4. The FFP Acquisition and Relocation Questionnaire (attached with this letter).

5. A completed Financial Management Contact Person form (attached with this letter).

6. A completed Signature Certification form (attached with this letter).

7. A completed W-9 Form [Taxpayer Identification Number (TIN) Certification] (attached with this letter).

8. A completed DOA-6456 Authorization for Electronic Deposit form (attached with this letter).

9. Bank account verification documentation for the DOA-6456 Authorization for Electronic Deposit, as specified at the bottom of the form (including a letter from the bank on letterhead *or* a voided check for the account). The bank verification letter must include the account holder name (which must be the Grantee), account number, and bank routing number, and be signed by an authorized representative of the bank. If submitting a voided check, it must be a check with the account holder name, account number, and bank routing number pre-printed on the check (a 'starter' check will *not* be accepted). If the Grantee would like to receive a paper check instead of having FFP funds deposited electronically, contact your assigned DEHCR Program Representative to obtain the appropriate form.

10. A completed DOA-6460 New Supplier form (attached with this letter).

11. An email from the municipal clerk or treasurer verifying that the bank account that will be used for the FFP project is non-interest bearing as required; and stating whether it is a separate account to be used *exclusively* for the FFP project funding deposits and disbursements (with no other State funds or other funds to be deposited into this account), *or* it is not a separate account and will not be used exclusively for the FFP project deposits and disbursements, but it has a separate account register to track FFP funding transactions separately from other funds in the account as required.

12. A copy of the Grantee's record on the federal System for Award Management (SAM) [*https://sam.gov/content/home]* which verifies the Grantee has an **"active" registration status and assigned Unique Entity Identification (UEI) number**. If the Grantee does not currently have an "active" registration or the Grantee's SAM registration has expired or will expire prior to the execution of the Grant Agreement, then the Grantee must either register or re-activate the registration on SAM (as applicable) and provide a copy of the record showing the updated status to the Division.

Alerts Regarding SAM.gov Registration:

- If the Grantee is not registered or has an inactive/expired registration in SAM, then the Division strongly advises the Grantee to complete the registration process or re-activation process (if applicable) ***immediately*** to avoid delays in executing the FFP Grant Agreement. Some grantees have experienced significant delays in registration and re-activation in the past.

- Records generated from websites other than the *official* SAM website [*https://sam.gov/content/home]* or emails from entities other than SAM.gov and the Federal Service Desk (which manages SAM.gov) at [*https://sam.gov/content/help* or *https://www.fsd.gov/gsafsd_sp*] will ***not*** be accepted. Third-party entities have websites that display SAM information but are not the *official* SAM website.

- Third-party entities may offer services for a fee to municipalities to assist with registering on SAM. However, there is no fee or charge on SAM.gov [*https://sam.gov/content/home*] for registration. Municipalities and other entities may self-register on SAM without third-party assistance and registration on the system is **FREE**. Refer to the "HELP" section on SAM for guidance resources.

13. An updated project budget, reflecting the FFP award and any changes to funding or projected costs, if applicable, using the FFP Project Budget Form (attached with this letter). If there are no changes to the budget information that was submitted on the budget form with the FFP Grant Application, then indicate in the email submission of pre-agreement documents that there are no changes to the project budget.

14. An itemized, concise, bullet-pointed list of all construction activities and project deliverables to be included in the Scope of Work in the FFP Grant Agreement, based on the description of the project in the Grantee's FFP Grant Application.

15. An updated project timeline with the projected construction bidding date(s) and construction start and end dates. Construction must begin no later than **July 1, 2025,** and end no later than **September 30, 2026,** for the State to comply with U.S. Department of Treasury Capital Projects Fund CPF (the funding source) timeline restrictions. Grantees must contact the assigned DEHCR project representative to request any exceptions.

16. Financial or other documentation as requested by Department of Administration and/or DEHCR representatives for review as part of a risk assessment for this award.

17. Additional items as applicable. Contact your assigned DEHCR project representative to determine if any items from the FFP Grant Application require follow-up or additional submissions prior to executing the Grant Agreement.

The Grant Agreement number that will be assigned to your project and is to be entered when completing the forms attached to this letter is FFP 24-02.

Please respond with the documentation listed in the "Pre-Agreement Documents Submission" section within **forty-five (45) days** from the date of this letter. Requested information should be submitted to DEHCR via email to your assigned DEHCR project representative listed at the end of this letter.

PRE-CONSTRUCTION DOCUMENTS:

The following documents are required **prior to the start** of any construction and the Division's disbursement of FFP funds for the FFP project:

- A fully executed FFP Grant Agreement between DEHCR and the Grantee (signed by all parties).
- A completed Environmental Report (including an Environmental Assessment, if required) ***and*** issuance of the Environmental Certification letter from DEHCR's Environmental Compliance Officer.
- Submission of any required documents, as listed in the Grant Agreement (once executed), for verifying compliance with applicable state and federal laws for the FFP projects. Additional guidance and requirements will be in the FFP Implementation Handbook (upon release).

Please contact your assigned DEHCR project representative listed below if you have any questions or concerns. We congratulate the Grantee on this FFP grant award, and we look forward to working with you to ensure successful completion of your Flexible Facilities Program project.

Assigned DEHCR Project Representative:
Stacey Miller, Grants Specialist – Advanced
Stacey.Miller1@wisconsin.gov

Flexible Facilities Program (FFP) Project Application Scoring Summary

Applicant / Tribal Government or Local Government:	**City of Ashland**
Subrecipient:	
Wisconsin County:	Ashland County
Project Title:	Vaughn Public Library Renewal
Project Category:	New Facility Construction
Facility Type:	Library
Project Start Date:	Construction must start no later than July 1, 2025
Project End Date:	Construction must be completed no later than September 30, 2026; Project Completion Report and Final FFP Payment Request must be submitted to DEHCR no later than October 31, 2026
Total # of Beneficiaries	12,375
Estimated Total Project Cost:	$3,386,967.00
FFP Funding Amount Requested:	$3,386,967.00
FFP Funding Amount Awarded:	**$3,386,967.00**

	Score:	
Project Description (0 – 10 points possible):	**9**	
Project Need (0 – 40 points possible):	**38**	
Project Reach (0 – 30 points possible):	**29**	
Sustainability Plan (0 – 10 points possible):	**8**	
Match Funding (0 – 10 points possible):	**10**	
TOTAL (100 points possible):	**94**	*COMMENTS:* *Award if funds are available.*
Grant Award Recommendation:	**Award**	

Ref: 2024-234

COUNCIL AGENDA: 7.D.
(10/29/2024)

SUBJECT: **Approve an Agreement between the Public Service Commission of Wisconsin Office of Energy Innovation (OEI) and City of Ashland for a Rural Energy Start-Up Grant Program to Fund a Solar and Micro-Grid Feasibility Assessment *(Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Administrator
Committee of the Whole (Unanimously Approved to Apply January 25, 2024)
City Council (Unanimously Approved to Accept Grant Award May 28, 2024)

EXHIBITS:
1. Agreement between the Public Service Commission of WI Office of Energy Innovation and City of Ashland

EXPENDITURES REQUIRED: City staff time to administer the grant of $7,500 maximum

AMOUNT BUDGETED: $75,000 - OEI Grant

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

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 City's submission of a grant application are consistent with the goals of the City's Strategic and Comprehensive Plans.

SUMMARY STATEMENT:

The City of Ashland was awarded a grant for $75,000 through the Rural Energy Startup Program (RESP) administered by the Public Service Commission of Wisconsin (PSC) Office of Energy Innovation (OEI). The PSC announced the grant awards in their May 2024 newsletter.

The grant would fund a preliminary City-wide solar and micro-grid assessment and the stages of planning and design for renewable energy upgrades at major City facilities. After the City-wide solar assessment and building-specific engineering studies are completed, the City can work on the implementation of specific solar infrastructure and micro-grids at specific properties as funding becomes available.

Solar and micro-grid infrastructure are intended to increase the City's renewable energy use and climate resilience. No cost-share is required for the grant, but the City would devote staff time up to 10% of the grant amount ($7,500) to administer the grant.

The Committee of the Whole granted approval for City staff to apply for the RESP grant on January 25, 2024 and the City Council granted approval to accept the grant award on May 28, 2024. Staff now requests approval to enter into the grant agreement with the Public Service Commission.

Agreement Number RESP-2023-01

AGREEMENT

Between the

PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION

and

CITY OF ASHLAND

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin (Commission) Office of Energy Innovation ("OEI"), representing the State of Wisconsin, and **CITY OF ASHLAND** ("Grant Recipient") (collectively "parties") for the Performance Period of the date this agreement is signed by the OEI and the Grant Recipient through June 30, 2025**.**

WHEREAS, on behalf of the State, the OEI administers the **Rural Energy Start-Up** ("Program") 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 OEI, under the authority of the Commission, has approved an award to the Grant Recipient in the amount of **$75,000.00** 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 Grant Recipient 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 Grant Recipient and the OEI 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) General Terms and Conditions
3) Scope of Work (ATTACHMENT A)
4) Budget (ATTACHMENT B)
5) Federal Special Terms and Conditions: Relating to Work Funded Under Infrastructure Investment and Jobs Act of 2021 (Nov 2021) or Bipartisan Infrastructure Law ("IIJA Provisions") (ATTACHMENT C)
6) Orders, dated March 28, 2024; May 9,2024, in docket 9714-FG-2023 awarding grants (ATTACHMENT D)

BY: ______________________	**BY:** ______________________
Brant Kucera	**Joe Fontaine**
TITLE: City Administrator	**TITLE: Administrator, Division of Digital Access, Consumer, and Environmental Affairs**
DATE: ______________________	**DATE:** ______________________

CFDA Number and Name: : 81.128— Infrastructure Investment and Jobs Act of 2021 Energy Efficiency and Conservation Block Grant Program Formula Grant

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The OEI employee responsible for the administration of this Agreement shall be the Division of Digital Access, Consumer, and Environmental Affairs Administrator or their designee and who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grant Recipient's employee responsible for the administration of this Agreement shall be **Steven Wiley** who shall represent the Grant Recipient's interest regarding Agreement performance, financial records, and related considerations. The OEI 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. The Grant Recipient shall at all times comply with and observe all federal, state, and 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 addition, the Grant Recipient pledges to abide by and comply with the following requirements:

1. Contract 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 OEI.

2. The Grant Recipient, 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. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court, or the Federal District Court of the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objection to such jurisdiction.

ARTICLE 4. LEGAL RELATIONS AND INDEMNIFICATION

The Grant Recipient 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 Grant Recipient thereby, there shall be no personal liability upon the OEI, it being understood that in such matters the OEI act as agents and representatives of the State.

The Grant Recipient shall indemnify and hold harmless the OEI 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 Grant Recipient, or of any of its agents or subcontractors, in performing work under this Agreement. The Grant Recipient shall indemnify and hold harmless the OEI 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 Grant Recipient and subcontractor(s) to perform services or otherwise supply products or services. The Grant Recipient shall also hold the OEI 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.

The Grant Recipient assumes full responsibility and holds the OEI harmless for any and all payment made, or any other actions taken by the OEI in reliance upon the above representation. Further, the Grant Recipient agrees to indemnify the OEI against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the OEI resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

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

ARTICLE 5. SCOPE OF WORK

The Grant Recipient 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 and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Grant Recipient, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Grant Recipient.

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grant Recipient shall perform the project and activities as set forth in the Grant Recipient Proposal and described herein in accordance with those standards established by statute, administrative rule, the OEI, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grant Recipient, its agents, or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written notification to the OEI. The OEI reserves the right to reject any subcontractor after notification. The Grant Recipient shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Grant Recipient shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. The Grant Recipient asserts that it is not knowingly subletting or assigning work subject to this Agreement to any subcontractor that is disbarred from receiving federal funding. In the event that the Grant Recipient becomes aware that a subcontractor has been disbarred, the Grant Recipient shall immediately notify the OEI and cease all work with the subcontractor. OEI retains the right to withhold reimbursements or claw back funds if the Grant Recipient knowingly contracts with a subcontractor that has been disbarred. The OEI bears no responsibility for subcontractor 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 Grant Recipient shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grant Recipient 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 Grant Recipient shall take affirmative action to ensure equal employment opportunities. The

Grant Recipient shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

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

Within fifteen (15) working days after this Agreement is executed, the Grant Recipient shall submit the Affirmative Action Plan/exemption statement to the OEI, in the method directed by the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

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

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 11. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Grant Recipient by Certified Mail, Return Receipt Requested, not less than ten (10) days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Grant Recipient by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon termination, the OEI'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 OEI.

The Grant Recipient may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Grant Recipient causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grant Recipient shall make available to the OEI program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grant Recipient shall refund to the OEI within forty-five (45) days of the effective date of notice of termination any payment made by the OEI to the Grant Recipient which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds.

ARTICLE 13. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Grant Recipient to the OEI on a timely basis or if performance of contracted activities is not evidenced. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports, if performance of contracted activities is not evidenced on other contracts between the OEI and the Grant Recipient in whole or in part, or if any applicable state and/or federal flow down requirements have not been met.

The Grant Recipient'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 OEI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grant Recipient 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 Commission, the OEI, and may be copyrighted in its name. The Grant Recipient reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.

b) The following notation shall be included on all articles, reports, publications or other documents resulting from this Agreement.

Acknowledgment: “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000575.”

Full Legal Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

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 dated 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 non-performing 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 OEI desires to have the Grant Recipient 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 OEI and the Grant Recipient. Work under such amendment shall not proceed unless and until so authorized by the OEI.

ARTICLE 20. AVAILABILITY OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.54 *(federal fund spending authority*).

ARTICLE 21. VARIANCES

Contract variances may be permissible. 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 22. LIMITATION ON COSTS AND REBUDGETING

The OEI's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed **$75,000.00** for eligible costs, nor shall it exceed the percent of the total project cost that was requested as the grant amount in the grant application, (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Grant Recipient.

The Grant Recipient is required to notify the OEI in writing of any requests to transfer of funds among cost categories, direct or indirect, which exceed or are expected to exceed ten percent of the approved Total Project Cost in the Budget. Transfers of more than ten (10) percent of funds between cost categories requires prior written approval in an amendment to this Agreement. The Grant Recipient shall submit a written request to the OEI for an amendment to the approved Budget and the amendment must be executed by both Grant Recipient and the OEI prior to the transfer.

The Grant Recipient is required to notify the OEI if the Total Project Cost is expected to increase or decrease by ten percent or more of the Total Project Cost approved in the Budget.

ARTICLE 23. ELIGIBLE COSTS

Eligible costs are those project costs which can be audited, and which are directly attributable to activities identified and approved in the Grant Recipient' Scope of Work and Budget.

1. No eligible costs subject to reimbursement or provided as match by this Agreement may be incurred prior to the execution of this Agreement, unless previously approved in writing by the OEI.

2. No eligible costs subject to reimbursement or provided as match by this Agreement may be incurred outside of the project performance period.

3. Costs only as identified in the Budget and described in the Scope of Work are allowed. A Grant Recipient may request from the OEI an amendment to the budget summary of its Grant Recipient Proposal to add to or revise the list of purchases, expenses, and other activities eligible for reimbursement.

4. Eligible expenses must reflect the actual paid amount which must be recorded through the reimbursement request including match supporting documentation.

ARTICLE 24. REIMBURSEMENT OF FUNDS

The Grant Recipient shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Grant Recipient in excess of the allowable eligible costs under this Agreement. If the Grant Recipient fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Grant Recipient from the OEI. The OEI also reserves the right to recover such funds by any other legal means including litigation if necessary. The Grant Recipient shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

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

ARTICLE 25. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grant Recipient 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 26. FINANCIAL MANAGEMENT

The Grant Recipient agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the OEI 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 27. REQUESTS FOR PAYMENT

Payments are to be used exclusively for eligible and actual costs incurred during the Performance Period. The OEI shall make one or more reimbursement payment to the Grant Recipient upon receipt of a request for reimbursement with satisfactory documentation.

1) No payments will be issued by the OEI to the Grant Recipient without a reimbursement request documenting all eligible and actual project costs including match, and clearly tying them to the budget categories detailed in the Grant Agreement.
2) The Grant Recipient shall enter the reimbursement request in the PSC Grant System or as directed by the OEI.
3) Each request for payment must include an uploaded invoice for each eligible and paid expense.
   a) The invoice will be used to document the actual purchase price of the eligible cost item. Invoices must be accompanied by written support of eligible costs, as appropriate. This includes receipts, invoices, and internal accounting records. A request for payment must provide an independent and auditable basis for the actual purchase price of each eligible cost item.
   b) For eligible cost items that do not have a transaction invoice, such as labor expense, the Grant Recipient shall provide a statement of the labor contributed by each employee that worked on the project and the total labor expense. The Grant Recipient shall provide eachemployee's name, job class, total hours worked, hourly wage, and if applicable, fringe benefits/rate. This documentation is separate from the documentation of wage rates required of some Grant Recipients by federal provisions.
   c) The OEI may delay payment of a reimbursement request for payment until sufficient documentation of costs, as determined by the OEI, is provided by the Grant Recipient.

4) The Grant Recipient shall submit a final request for payment to the OEI no later than September 30,2025, or within 90 days after the end of the performance period, unless authorized by the OEI.

Each request for payment must include a statement of the match with supporting documentation if any. The reimbursement due to the Grant Recipient is the amount of actual purchase price of each eligible cost item up to the total contract amount. In no event shall the total reimbursement exceed $75,000.00, nor shall it exceed the percent of the total project cost that was requested as the grant amount in the grant application. The reimbursement to the Grant Recipient will not exceed 90percent of the amount of the Total Award prior to the submittal of the required reports and information to the Commission. If all required documentation is not provided, OEI will hold final10 percent until provided. Requests for payment must be submitted in the method directed by the OEI.

5) Any unused balance in an accepted grant award shall be returned to the OEI.

ARTICLE 28. ANNUAL INDEPENDENT AUDIT REQUIREMENT

A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, but records must be available for review or audit in accordance with the Wisconsin State Single Audit Guideline requirements upon request of appropriate officials of the U.S. Department of Energy, OEI, or Government Accountability Office (GAO).

Single Audit and Compliance Audit Requirements

Non-Federal Grant Recipients, or their assignees, that **expend** $750,000 or more during their fiscal year in Federal awards shall comply with the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration and 2 CFR 200.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

For-profit Grant Recipients, or their assignees, that **expend** $750,000 or more during their fiscal year in U.S. Department of Energy awards must have a compliance audit conducted for that year in accordance with the provisions of 2 CFR 910.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

Submit To:

One (1) copy of the Audit shall be submitted in the method directed by the OEI. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than $750,000 in a single year, the Grant Recipient, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Send one copy of the Audit **or** the letter confirming that the audit requirements are not applicable in the method directed by the OEI.

ARTICLE 29. EXAMINATION OF RECORDS

The OEI, 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 Grant Recipient's premises any directly pertinent records and computer files of the Grant Recipient involving transactions relating to this Agreement. Similarly, the OEI 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 Grant Recipient shall provide copies of these materials in the automated format or such computer file as may be requested by the OEI. Such material shall be retained for three years by the Grant Recipient following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grant Recipient shall notify the OEI 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 Grant Recipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grant Recipient and shall be reimbursed by the OEI.

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 Grant Recipient shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 30. PERFORMANCE REPORTS

The Grant Recipient shall submit periodic performance reports to the OEI on the schedule provided in the Scope of Work, or as requested. The OEI may determine the format of a performance report. The performance reports shall be submitted to the OEI in the method directed by the OEI.

ARTICLE 31. FEDERAL REPORTS

The Grant Recipient shall submit the necessary documentation to comply with the applicable special provisions of the federally funded award (See ATTACHMENT C).

ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES

The Grant Recipient 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 33. REASONABLE COSTS

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

ARTICLE 34. AUDITS

The Grant Recipient shall perform an “Agreed upon Procedures Audit” on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient’s name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ARTICLE 36. PATENT INFRINGEMENT

The Grant Recipient selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of any articles described herein shall not infringe any United States patent. The Grant Recipient covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Grant Recipient 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 37. PROGRAM INCOME

Program income means gross income received by the Grant Recipient 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 OEI; 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 Grant Recipient shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Grant Recipient decide following Agreement close out to discontinue using Program income for such purposes, the Grant Recipient shall return the Program income balance and any additional Program income accrued to the OEI by January 30 of the following year.

ARTICLE 38. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grant Recipient 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 (3)-year period preceding 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 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 (3)-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.

ATTACHMENT A: SCOPE OF WORK

Summary:

The scope of this project is that set forth in the application of City of Ashland PSC REF#: 489922.

Specific Deliverables and Milestones:

1. Incorporating DOE Blueprint #3D, conduct a Renewable Resource Plan reviewing ten city facilities to evaluate solar plus micro-grid potential at municipal sites along with associated potential economic, resilience, and sustainability benefits.

Additional Deliverables. The Grant Recipient Shall:

1. Submit complete documentation along with a request for payment.
2. Comply with and submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to $75,000.00 is provided using funds granted by the U.S. Department of Energy to cover the project costs as detailed in the budget section below. **A project cost share of $7,500.00, or 9% of total project costs.**

Invoicing:

Payments will be distributed by OEI to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation. The Grant Recipient shall submit a final request for payment to the OEI no later than **September 30, 2025**, unless authorized by the OEI.

Site Visits:

The U.S. Department of Energy, its authorized representatives, and the OEI have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grant Recipient must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Performance Period:

This Agreement becomes effective on the date it is signed by the OEI and terminates on **June 30, 2025**.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as provided in Attachment C: Federal Special Terms and Conditions.

Reporting Requirements:

QUARTERLY PERFORMANCE REPORT:

The Contractor shall provide OEI with quarterly reports, as dated in the table below, during the term of this Agreement. The OEI may determine the format of a quarterly report. The reports shall include:

1. Summary of work completed to date and status of each of the deliverables described in the Scope of Work.
2. Project planned and unexpected costs.
3. Copies of materials produced and press related to the project.
4. Lessons learned and continuous improvement efforts.

The performance reports shall be submitted to the OEI in the method directed by the OEI.

The timeline for these reports is specified below:

Quarterly Reporting Period	Quarterly Report Due
Agreement Effective Date through September 30, 2024	October 15, 2024
October 1 through December 31, 2024	January 15, 2025
January 1 through March 31, 2025	April 15, 2025
April 1 through June 30, 2025	July 15, 2025

OTHER REPORTING:

Final versions of any publications including but not limited to, guidelines, checklists, media and outreach must be provided to the OEI in the method directed by the OEI.

FEDERAL PROVISION REPORTING:

The Grant Recipient shall submit the necessary reports to comply with the applicable special provisions of the federally funded award. (See ATTACHMENT C).

FINAL PERFORMANCE REPORT:

A final report is due ninety (90) days after the performance period ends. The OEI may determine the format of a final report. The report shall be submitted to the OEI in the method directed by the OEI.

PROPERTY DISPOSITION REPORTING:

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ATTACHMENT B: BUDGET

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	Contract Amount	Match Amount	Total Project Costs
1. Labor		$7,500.00	$7,500.00
2. Fringe Benefits			$0.00
3. Equipment			$0.00
4. Supplies			$0.00
5. Contractual/Consultant Fees	$75,000.00		$75,000.00
6. Travel			$0.00
7. Other			$0.00
Total Direct Costs	**$75,000.00**	**$7,500.00**	**$82,500.00**
8. Indirect			$0.00
TOTALS:	**$75,000.00**	**$7,500.00**	**$82,500.00**
Percentage of grant	***91%***	***9%***	***100%***

Special Terms and Conditions

Wisconsin ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.
This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000575."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector

General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:
The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:
The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates
SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. **Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally
The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to <u>notify</u> the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less

than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and

2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. **General Reporting Requirement**

   If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. **Proceedings About Which You Must Report**

   Submit the information required about each proceeding that:

   i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
   ii. Reached its final disposition during the most recent five-year period; and
   iii. Is one of the following:
      1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
      2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
   1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure

compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP’s decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of

the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost,

quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

SERVICE DATE
Mar 28, 2024

ATTACHMENT D

PUBLIC SERVICE COMMISSION OF WISCONSIN

Energy Efficiency and Conservation Block Grant Funded by the Infrastructure Investment and Jobs Act in a Department of Energy Grant — 9714-FG-2023

ORDER

This is the Order approving $705,698.02 in grants for the 2023 Rural Energy Startup Program (RESP) and establishing direction on processing applications filed during the extended application period.

Introduction

Background

The Rural Energy Startup Program (RESP) is a grant program administered by the Commission's Office of Energy Innovation (OEI). The RESP furthers the mission of the OEI through a broad tailored program scope for rural Wisconsin communities covering a variety of energy planning and building upgrade related projects. RESP is funded by the 2021 Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), under IIJA section 40552, *Energy Efficiency and Conservation Block Grant* (EECBG), which provided an allocation to the State of Wisconsin of $2,330,720. In its Order issued on November 29, 2023, the Commission established the program design of the RESP, establishing elements including (1) eligible applicant types; (2) eligible activity categories; and (3) maximum grant requests for such activities. (PSC REF#: 485930.)

On November 30, 2023, the RESP launched with the issuance of the Rural Energy Startup Program Application Instructions specifying an application deadline of January 31, 2024, at 1:30 PM Central, and providing instructions consistent with the Commission's order. (PSC REF#: 486067.)

The timeline for this program is expedited. According to the EECBG instructions from the U.S. Department of Energy (DOE), "states shall provide the subgrants no later than 180 days after the date on which U.S. DOE approves the proposed energy efficiency and conservation strategy."[1] In the case of the Commission's federal grant assistance agreement, the DOE considers the 180-day deadline to be May 11, 2024. The DOE has provided clarification[2] that states "are required to subgrant not less than 60 percent of the amount provided to the State." For Wisconsin, the 60 percent requirement totals $1,398,432 of the $2,330,720 allocation be provided as subgrants as of this date. According to this timeline, the Commission must make all awards decisions by May 11, 2024, though grant agreements need not be executed on that day. To aid in this process, the OEI held an informational webinar on December 14, 2023, made webinar materials and other resources available on the Commission website, and provided additional outreach with over 5,000 emails and phone calls to all 171 rural disadvantaged communities (DACs).

As the initial due date of January 31, 2024 approached, the number of pending or submitted applications present in the PSC Grants System indicated that the sum of requests would not likely make use of the full program budget. At the direction of the delegated Commissioner, the deadline was extended to March 29, 2024, at 1:30 PM Central to provide communities with more time to apply, understanding the short timeline and the fact that many applicants are likely first-time grant applicants as potential barriers to their participation. On

[1] See the EECBG Formula Grant Application Instructions (energy.gov).
[2] See page 33 of the EECBG Eligible Activities and Program Guidance (energy.gov).

January 30, 2024, updated Rural Energy Startup Program Application Instructions were posted specifying a new application deadline of March 29, 2024, at 1:30 PM Central. (PSC REF#: 489992.)

To demonstrate progress toward the 60 percent goal, all applications submitted by January 31, 2024, were reviewed by OEI staff, who prepared a memorandum providing information and analysis regarding eligibility and awards for applications submitted in the initial batch of applications, and requesting direction on the processing of applications filed during the extended application period. (PSC REF#: 494012). The Commission considered the matter at its open meeting of March 14, 2024. (PSC REF#: 493874.)

Funding Available

In its Order of November 29, 2023, the Commission established a budget for RESP of $2,330,720.

Applications Received

The OEI received 18 applications by the initial deadline of January 31, 2024, at 1:30 PM Central with a sum of the grant requests totaling $740,698.02, or approximately 32 percent of available funding. Two applications were received on January 31, 2024, at 1:31 PM Central, after the 1:30 PM initial deadline, totaling $120,000. The eligibility of these two applications was reviewed by the Commission. Individual grant requests ranged from $3,950 to $75,000.

Evaluation Methodology

A three-member review panel[3] was assembled to consider eligibility of the applications to facilitate the Commission's own review. Review panel members were selected based on their

[3] The review panel consisted of three staff members of the OEI: Nicholas Labinski, Heidi Marson, and Penny Lien.

knowledge of the program and its guidelines and review criteria. The review panel processed applications by performing an eligibility screening but did not conduct competitive scoring of grant applications because the requested funding from reviewed applications did not exceed the available budget. (PSC REF#: 489992 at 15).

To facilitate the Commission's own review, the review panel checked each application to ensure it met the rural eligibility requirement, then reviewed the following to ensure they provided a substantive response to the narrative questions outlined in the Application Instructions relating to: Equity, Energy Justice—Justice40 Screening; New or Existing Plans and Opportunities; Ability and Preparedness to Achieve Objectives; Budget Justification and Contributions; Cost Savings and Payback/Economic Impacts; and Energy Saving and Environmental Impact. When deemed necessary to provide the most complete record possible for Commission review, OEI staff reached out for clarification and supplemental material.[4]

To assist the Commission, OEI staff provided the Commission with a memorandum summarizing the review panel's results. (PSC REF#: 494012).

Justice40 Initiative

Commission staff developed the Applicant Metrics Excel document[5] as the primary data collection tool for data related to the Justice40 initiative. The Applicant Metrics Excel document requests a complete list of all census tracts that would benefit from the proposed project, regardless of whether the tract is identified as a DAC. Applicants were directed to report all project-benefitting census tracts in the Excel document by using the Climate and Economic

[4] Requests for supplemental material included one or more of the following: verification of rural status and DAC status, uploading of the required Applicant Metric Excel document, and clarification of question #12 regarding use of an audit or assessment for Activity 3.
[5] See 9714-FG-2023 Applicant Metrics.xlsx Document

Justice Screening Tool (CEJST) or the OEI Map that includes rural designations and CEJST-defined DACs, and to identify rural and DAC designated census tract(s) within the project boundaries.

Findings of Fact and Conclusions of Law

1. The Commission has jurisdiction under 2015 Wisconsin Act 55 and Wis. Stat. §§ 196.02 and 196.025 to oversee the RESP and to determine eligibility and selection of grant applicants for awards.
2. The Commission may impose any term, condition, or requirement necessary to protect the public interest pursuant to Wis. Stat. §§ 196.02 and 196.395.
3. The issuance of this Order is a Type III action under Wis. Admin. Code § PSC 4.10(3) and requires neither an environmental impact statement nor an environmental assessment.

Opinion

Application Eligibility Determinations

Filing Matters

Eligibility parameters for applicants and activities were discussed in the Application Instructions, Section 1.3. Additionally, the Application Instructions Section 5.2, "RESP Grant Application Instructions," specified that late filings will be automatically rejected by the grants system. However, the extension of the RESP deadline to March 29, 2024, at 1:30 PM Central kept the grant system open and two applicants filed at 1:31 PM on January 31, 2024, (Applications #650 Town of Fairfield and #651 Town of Lake).

Those two applications were identified for a Commission determination of eligibility. The Commission deems that applications #650 and #651 are not "late" because applications are still open, but because they came in after the initial January 31, 2024, 1:30 PM Central deadline they were filed under the extended application timeline. Both applications will be considered with any other applications received under the extended application deadline of March 29, 2024.

Activity 3 Energy Audit Requirement for Building Upgrades and Retrofits

The Application Instructions Section 5.5, "Application organization and format," specified that unanswered questions may make an application ineligible for funding. Per the U.S. DOE Blueprint[6] used to define eligible proposals within Activity 3, an audit or assessment of the project site or building would need to be conducted to provide a baseline, complete with data to show how the upgrade or retrofit would provide increased energy efficiency and/or cost savings. In the application form in the PSC Grants System, Question 12 was intended for applicants to acknowledge the required use of an audit or assessment meeting certain key components, whether completing the audit or assessment as part of the proposed project or if already completed for use during the proposed project.

Activity 3 applicants identified for an eligibility determination in this section did not initially respond correctly to Question 12 indicating they would meet the requirement. The applicants responded "N/A" instead of "Yes" to Question 12. On February 15, 2024, Commission staff made a request for supplemental information from the applicants to affirm the completion and/or intended completion and use of an audit or assessment that meets the required components by submitting a revised response to Question 12. Fourteen applicants supplied the revised response of "Yes" to Question 12 to affirm. As of the date of the Commission open

[6] See U.S. DOE Blueprint 2A: Energy Efficiency: Energy Audits, Building Upgrades, Blueprint 2A: Energy Efficiency: Energy Audits, Building Upgrades | Department of Energy.

meeting on March 14, 2024, the two applicants had not responded or filed supplemental information are City of Edgerton (#655) and City of Evansville (#653).[7]

Those two applications were identified for a Commission determination of eligibility. The Commission deems that both applications are not eligible for consideration of funding of awards at the time of its review, because of their lack of an affirmative response to Question 12. However, because applications are still open, these applicants have until the March 29, 2024, 1:30 PM Central deadline to provide an answer and ensure their application is complete and eligible. Additionally, Commission staff will conduct outreach to the City of Edgerton and the City of Evansville with the opportunity to correct and supplement their response to Question 12 by the end of the extended deadline, March 29, 2024, at 1:30 PM Central to be considered for funding under the extended deadline.

Awards Determinations

The Commission is appreciative of the efforts of all the applicants to bring forth meritorious projects for the purpose of reduce energy use, reduce fossil fuel emissions, and improve energy efficiency.

The evaluation of technical and complex applications to the program objectives is an area in which the Commission has special expertise. In addition to the RESP, the Commission also has statutory oversight of the Focus on Energy program and the Universal Service Fund and associated grant programs; and it administers the Energy Innovation Grant Program (EIGP), and the State Energy Program as part of the OEI. Evaluating the relative merits of each application

[7] The Town of Edgerton has since provided the requested updated response to Question #12.

received for funding through the RESP requires a high degree of discretion and judgment, and reasonable people may reach different conclusions.

Discretionary decisions contemplate a process of reasoning based on facts in the record or reasonably inferred from the record, and a conclusion based on a logical rationale founded upon proper legal standards. *Reidinger v. Optometry Examining Bd.*, 81 Wis. 2d 292, 297, 260 N.W.2d 270, 273 (1977).

To ensure a thorough decision-making process in awarding grants, the Commission reviews the applications, considers the initial funding recommendations from the review panel, and considers additional factors.

The Commission awards grants to all 16 applications determined eligible for funding in the amounts set forth in Attachment 1, totaling $705,698.02. Of the 39 census tracts receiving benefits from those 16 applications, 10 census tracts, or 25.6 percent, are identified as a DAC.

Applications Received in the Extended Application Period

As discussed in the section above, the Commission awards $705,698.02 to applicants that were determined eligible and filed under by the initial deadline. With these funds awarded, $1,625,021.98 remains. With the deadline extended to March 29, 2024, Commission staff sought guidance on how to process applications received during the extended application period.

The Commission authorizes the Delegated Commissioner to make subsequent eligibility and awards decisions and to grant awards through a comparative review of all applications received by the extended deadline March 29 at 1:30 PM. The OEI has some experience with issuing awards in this way through the Wisconsin Refueling Readiness (PSC REF#: 464921 and PSC REF#: 427684), which is also a non-competitive grant program. A comparative review process will permit projects that benefit DACs to be prioritized for funding in the event that applications request funding in excess of total funds remaining.

Order

1. The grant applications listed in Attachment 1 are approved in the award amounts stated therein.

2. Each grant recipient may accept the grant award for its respective project by entering into a grant agreement prepared by Commission staff. The grant awards referred to herein are not final until the grant recipient completes and signs the grant agreement, and the Commission's duly designated representative signs and delivers the executed grant agreement to the grant recipient.

3. Prior to the delivery of the executed grant agreement, the Commission may rescind any grant award for any reason. The project may not commence and project costs must not be incurred prior to the project start date finalized in the executed grant agreement.

4. Applicants not listed in Attachment 1 are eligible to be considered under the extended application deadline and/or have the opportunity to submit supplemental information that provides the Commission with further information.

5. Additional funds may be awarded through a comparative review of all applications at the discretion of the Delegated Commissioner. In the event that funds are limited, prioritization of projects that benefit DACs will be given.

6. This Order is effective one day after the date of service.

7. Jurisdiction is retained.

Dated at Madison, Wisconsin, the 28th day of March, 2024.

By the Commission:

Cru Stubley
Secretary to the Commission

CS:NL:OS:JP:TK:JF:bs:kle DL:02003247

Attachments: Attachment 1: Rural Energy Startup Grant Awards
Notice of Rights

Attachment 1
Rural Energy Startup Grant Awards

Grant Applicant	Activity Type	Award Amount
Village of Mount Horeb	Activity 1: Comprehensive Energy Planning	$70,000.00
City of Beaver Dam	Activity 1: Comprehensive Energy Planning	$72,800.00
City of Ashland	Activity 2: Renewable Resource Planning	$75,000.00
Oneida County	Activity 3: Energy Audits and Building Upgrades	$75,000.00
Jefferson County	Activity 3: Energy Audits and Building Upgrades	$75,000.00
City of Prairie du Chien	Activity 3: Energy Audits and Building Upgrades	$10,602.00
Town of Draper	Activity 3: Energy Audits and Building Upgrades	$30,754.00
Town of Breed	Activity 3: Energy Audits and Building Upgrades	$61,300.00
Village of Hammond	Activity 3: Energy Audits and Building Upgrades	$75,000.00
Town of East Troy	Activity 3: Energy Audits and Building Upgrades	$3,950.00
Florence County	Activity 3: Energy Audits and Building Upgrades	$18,875.00
Town of Hill	Activity 3: Energy Audits and Building Upgrades	$22,908.00
Town of Wilson	Activity 3: Energy Audits and Building Upgrades	$11,300.62
Town of Russell	Activity 3: Energy Audits and Building Upgrades	$22,200.00
Village of La Farge	Activity 3: Energy Audits and Building Upgrades	$52,928.40
Town of Kickapoo	Activity 3: Energy Audits and Building Upgrades	$28,080.00

PUBLIC SERVICE COMMISSION OF WISCONSIN
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE TIMES ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE PARTY TO BE NAMED AS RESPONDENT

The following notice is served on you as part of the Commission's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Commission for rehearing within 20 days of the date of service of this decision, as provided in Wis. Stat. § 227.49. The date of service is shown on the first page. If there is no date on the first page, the date of service is shown immediately above the signature line. The petition for rehearing must be filed with the Public Service Commission of Wisconsin and served on the parties. An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. In a contested case, the petition must be filed in circuit court and served upon the Public Service Commission of Wisconsin within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Commission serves its original decision.[8] The Public Service Commission of Wisconsin must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2013

[8] *See Currier v. Wisconsin Dep't of Revenue,* 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

SERVICE DATE
May 09, 2024

PUBLIC SERVICE COMMISSION OF WISCONSIN

Energy Efficiency and Conservation Block Grant Funded by the Infrastructure Investment and Jobs Act in a Department of Energy Grant — 9714-FG-2023

ORDER

This is the second Order approving grants for the 2023 Rural Energy Startup Program (RESP). The first Order was issued on March 29, 2024, and awarded $705,698.02 and established direction on processing applications filed during the extended application period. (PSC REF#: 495070.) This Order awards $768,600 to selected applications filed during the extended application period.

Introduction

Background

The RESP is a grant program administered by the Commission's Office of Energy Innovation (OEI). The RESP furthers the mission of the OEI through a broad tailored program scope for rural Wisconsin communities covering a variety of energy planning and building upgrade related projects. RESP is funded by the 2021 Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), under IIJA section 40552, *Energy Efficiency and Conservation Block Grant* (EECBG), which provided an allocation to the State of Wisconsin of $2,330,720. In its Order issued on November 29, 2023, the Commission established the program design of the RESP, establishing elements including (1) eligible applicant types; (2) eligible activity categories; and (3) maximum grant requests for such activities. (PSC REF#: 485930.)

On November 30, 2023, the RESP launched with the issuance of Application Instructions specifying an application deadline of January 31, 2024, at 1:30 PM Central, and providing instructions consistent with the Commission's scoping order. (PSC REF#: 486067.) To support awareness among eligible applicants, the OEI held an informational webinar on December 14, 2023, made webinar materials and other resources available on the Commission website, and provided additional outreach with over 5,000 emails and phone calls to all 171 rural disadvantaged communities (DACs).

The timeline for this program is expedited. According to the EECBG instructions from the U.S. Department of Energy (DOE), "states shall provide the subgrants no later than 180 days after the date on which U.S. DOE approves the proposed energy efficiency and conservation strategy."[1] The DOE has provided clarification[2] that states "are required to subgrant not less than 60 percent of the amount provided to the State." For Wisconsin, the 60 percent requirement totals $1,398,432 of the $2,330,720 allocation be provided as subgrants as of this date. This timeline establishes a May 11 deadline for the Commission to make its awards decisions, though grant agreements need not be executed on that day.

As the initial application due date of January 31, 2024, approached, the number of pending or submitted applications presented in the PSC Grants System indicated that the sum of requests would not likely make use of the full program budget. At the direction of the Delegated Commissioner, the deadline was extended to March 29, 2024, at 1:30 PM Central to provide communities with more time to apply, understanding the short timeline and the fact that many applicants are likely first-time grant applicants as potential barriers to their participation. On January 30, 2024, updated Rural Energy Startup Program Application Instructions were posted specifying a new application deadline of March 29, 2024, at 1:30 PM Central.

[1] See the EECBG Formula Grant Application Instructions (energy.gov).
[2] See page 33 of the EECBG Eligible Activities and Program Guidance (energy.gov).

(PSC REF#: 489992.) In the additional two months, OEI staff sent over 3,600 emails to rural municipalities and rual DACs about the program extension and available funding.

To demonstrate progress toward the 60 percent goal, all applications submitted by January 31, 2024, were reviewed by OEI staff, who prepared a memorandum providing information and analysis regarding eligibility and awards for applications submitted in the initial batch of applications, and requesting direction on the processing of applications filed during the extended application period. (PSC REF#: 494012.) In its Order of March 28, 2024, the Commission awarded $705,698.02 to 16 of the projects submitted by January 31, 2024. (PSC REF#: 495070.) The Commission did not reward four applications but deemed eligible to be considered under the extended March 29 deadline, and directed Commission staff to provide the opportunity for applicants to submit supplemental information to address any questions surrounding their eligibility. The Commission also authorized that additional funds may be awarded through a comparative review of all applications at the discretion of the Delegated Commissioner. (PSC REF#: 495070)

Funding Available in the Extended Application Period

In its Order of November 29, 2023, the Commission established a budget for RESP of $2,330,720. (PSC REF#: 485930.) On March 28, 2024, the Commission awarded $705,698.02 and left 1,625,021.98 remained available for a subsequent batch of awardees. (PSC REF#: 495070.)

Applications Received in the Extended Application Period

Fifteen applications were considered received in the extended application period, including four applications from the first batch of applications that were not initially rewarded, and 11 new applications received by the extended deadline of March 29, 2024, at 1:30 PM. These 15 applications requested a total of $797,376. Individual grant requests ranged from $6,000 to $75,000.

Evaluation Methodology

A three-member review panel[3] was assembled to consider eligibility of the applications to facilitate the Delegated Commissioner's review. Review panel members were selected based on their knowledge of the program and its guidelines and review criteria. The review panel processed applications by performing an eligibility screening but did not conduct competitive scoring of grant applications because the requested funding from reviewed applications did not exceed the available budget. (*See* PSC REF#: 489992 at pg.15).

To facilitate the Delegated Commissioner's review, the review panel checked each application to ensure it met the rural eligibility requirement, then reviewed the following to ensure they provided a substantive response to the narrative questions outlined in the Application Instructions relating to: Equity, Energy Justice—Justice40 Screening; New or Existing Plans and Opportunities; Ability and Preparedness to Achieve Objectives; Budget Justification and Contributions; Cost Savings and Payback/Economic Impacts; and Energy Saving and Environmental Impact. When necessary to provide the most complete record possible for the

[3] The review panel consisted of three staff members of the OEI: Nicholas Labinski, Heidi Marson, and Penny Lien.

Delegated Commissioner review, OEI staff reached out for clarification and supplemental information.[4]

Justice40 Initiative

Commission staff developed the Applicant Metrics Excel document[5] as the primary data collection tool for data related to the Justice40 initiative. The Applicant Metrics Excel document requests a complete list of all census tracts that would benefit from the proposed project, regardless of whether the tract is identified as a DAC. Applicants were directed to report all project-benefitting census tracts in the Excel document by using the Climate and Economic Justice Screening Tool (CEJST) or the OEI Map that includes rural designations and CEJST-defined DACs, and to identify rural and DAC designated census tract(s) within the project boundaries. Commission staff additionally analyzes and reports on Justice40 data as required by U.S. DOE.

Findings of Fact and Conclusions of Law

1. The Commission has jurisdiction under 2015 Wisconsin Act 55 and Wis. Stat. §§ 196.02 and 196.025 to oversee the RESP and to determine eligibility and selection of grant applicants for awards.
2. The Commission may impose any term, condition, or requirement necessary to protect the public interest pursuant to Wis. Stat. §§ 196.02 and 196.395.
3. The issuance of this Order is a Type III action under Wis. Admin. Code § PSC 4.10(3) and requires neither an environmental impact statement nor an environmental assessment.

[4] Requests for supplemental material included one or more of the following: verification of DAC status, uploading of the required Applicant Metric Excel document, and clarification of question #12 regarding use of an audit or assessment for Activity 3.
[5] See [9714-FG-2023 Applicant Metrics.xlsx Document]

Opinion

Application Eligibility Determinations

Eligibility parameters for applicants and activities were discussed in the Application Instructions, Section 1.3. The Town of Arena's proposed project (Application #815) was to install a solar array to provide electricity to municipal buildings under Activity 3. (PSC REF#: 495125.) For Activity 3, Energy Efficiency: Energy Audits, Building Upgrades, the Application Instructions (PSC REF #: 489992, Section 1.3.1.2) outlined eligible proposals:

> This activity would fund technical consultant services to assist the eligible applicant to identify potential energy saving opportunities in buildings and provide the technical and financial information (such as upfront costs, ongoing costs, projected energy savings, return on investment) five that the community would need to evaluate and approve energy efficiency, electrification, and grid interactivity retrofits. This activity also allows the opportunity to explore the evaluation found in an energy audit to allow for retrofitting existing buildings, presenting an opportunity to improve the energy performance and operational costs of building assets including heating, cooling and ventilation (HVAC) systems and equipment, lighting and control systems, and the building envelope, while improving occupant control (such as with grid-interactive technologies). Retrofits also offer a chance to invest in energy burdened and underinvested areas.

The review panel concluded that the Town of Arena's application may be proposing an ineligible activity.

The Delegated Commissioner finds that the Town of Arena's application is not eligible for consideration for RESP funding because solar is not connected with the DOE Blueprint 2A[6] that forms the basis for Activity 3 for upgrades and retrofits. There are separate blueprints for solar. The proposed project activity does not meet the DOE Blueprint or Activity eligibility requirements and is deemed ineligible.

[6] See Blueprint 2A: Energy Efficiency: Energy Audits, Building Upgrades, https://www.energy.gov/scep/blueprint-2a-energy-efficiency-energy-audits-building-upgrades

Awards Determinations

The Commission is appreciative of the efforts of all the applicants to bring forth meritorious projects for the purpose of reduce energy use, reduce fossil fuel emissions, and improve energy efficiency.

The evaluation of technical and complex applications to the program objectives is an area in which the Commission has special expertise. In addition to the RESP, the Commission also has statutory oversight of the Focus on Energy program and the Universal Service Fund and associated grant programs; and it administers the Energy Innovation Grant Program, and the State Energy Program as part of the OEI. Evaluating the relative merits of each application received for funding through the RESP requires a high degree of discretion and judgment, and reasonable people may reach different conclusions.

Discretionary decisions contemplate a process of reasoning based on facts in the record or reasonably inferred from the record, and a conclusion based on a logical rationale founded upon proper legal standards. *Reidinger v. Optometry Examining Bd*., 81 Wis. 2d 292, 297, 260 N.W.2d 270, 273 (1977).

To ensure a thorough decision-making process in awarding grants, the Commission, here through the Delegated Commissioner, reviews the applications, considers the initial funding recommendations from the review panel, and considers additional factors. Comparative review of all applications deemed eligible by the review panel identified that all applications proposed meritorious projects consistent with the scope of the program. Sufficient funding is available to fully award all funding requested by eligible applicants.

The Commission awards grants to all 14 applications determined eligible for funding in the amounts set forth in Attachment 1, totaling $768,600. Of the 23 census tracts receiving benefits from those 14 applications, eight census tracts, or 34.78 percent, are identified as a DAC.

Order

1. The grant applications listed in Attachment 1 are approved in the award amounts stated therein.

2. Each grant recipient may accept the grant award for its respective project by entering into a grant agreement prepared by Commission staff. The grant awards referred to herein are not final until the grant recipient completes and signs the grant agreement, and the Commission's duly designated representative signs and delivers the executed Grant Agreement to the grant recipient.

3. Prior to the delivery of the executed Grant Agreement, the Commission may rescind any grant award for any reason. The project may not commence, and project costs must not be incurred prior to the project start date finalized in the executed Grant Agreement.

4. The grant applications not listed in Attachment 1 are denied.

5. This Order is effective one day after the date of service.

6. Jurisdiction is retained.

Dated at Madison, Wisconsin, May 9, 2024.

For the Commission:

Joe Fontaine
Administrator
Division of Digital Access, Consumer, and Environmental Affairs

CS:NL:OS:JP:TK:JF:bs DL:02010643

Attachments: Attachment 1: Rural Energy Startup Grant Awards

Attachment 1
Rural Energy Startup Grant Awards

Grant Applicant	Activity Type	Award Amount
City of Marion	Activity 1: Comprehensive Energy Planning	$75,000.00
Village of Merrillan	Activity 1: Comprehensive Energy Planning	$75,000.00
Town of Fairfield	Activity 2: Renewable Resource Planning	$45,000.00
City of Superior	Activity 3: Energy Audits and Building Upgrades	$75,000.00
County of Menominee	Activity 3: Energy Audits and Building Upgrades	$75,000.00
Barron County	Activity 3: Energy Audits and Building Upgrades	$75,000.00
Town of Weigor	Activity 3: Energy Audits and Building Upgrades	$75,000.00
Town of Scott	Activity 3: Energy Audits and Building Upgrades	$6,000.00
City of Baraboo	Activity 3: Energy Audits and Building Upgrades	$75,000.00
Town of Russell - Bayfield County	Activity 3: Energy Audits and Building Upgrades	$34,200.00
Town of Lake	Activity 3: Energy Audits and Building Upgrades	$75,000.00
City of Edgerton	Activity 3: Energy Audits and Building Upgrades	$17,500.00
City of Evansville	Activity 3: Energy Audits and Building Upgrades	$17,500.00
Town of Big Flats	Activity 3: Energy Audits and Building Upgrades	$48,400.00

FOR INFORMATIONAL PURPOSES ONLY

2 CFR 200.331(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Ashland
(ii) Subrecipient's unique entity identifier;	UEID: VCYWKD4B17Q9
(iii) Federal Award Identification Number (FAIN);	DE-SE0000575
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	November 14, 2023
(v) Subaward Period of Performance Start and End Date;	Project Start date through June 30, 2025
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$75,000.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$75,000.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$75,000.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Infrastructure Investment and Jobs Act of 2021 Energy Efficiency and Conservation Block Grant Program Formula Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Awarding Agency:** United States Department of Energy **Pass-Through Entity:** Public Service Commission of Wisconsin **Pass-Through Entity Contact Information:** Joe Fontaine, Administrator Division of Digital Access, Consumer, and Environmental Affairs email: Joe.Fontaine@wisconsin.gov phone: (608) 266-0910
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**CFDA Number and Name:** : 81.128—Infrastructure Investment and Jobs Act of 2021 Energy Efficiency and Conservation Block Grant Program Formula Grant **Dollar Amount Made Available:** $2,330,720.00.
(xii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

Ref: 2024-235 **COUNCIL AGENDA: 7.E. (10/29/2024)**

SUBJECT: **Approve a Contract between Jolma Electric LLC and City of Ashland, WI for $75,000 of Professional Services to Conduct a Solar and Micro-Grid Assessment under the Public Service Commission (PSC) Rural Energy Startup Program *(Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
City Administrator
City Attorney (Reviewed Agreement)

EXHIBITS:
1. Contract between Jolma Electric LLC and City of Ashland, WI
2. City of Ashland Renewable Resources Planning Study

EXPENDITURES REQUIRED: $75,000

AMOUNT BUDGETED: $75,000 - PSC-OEI Grant

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The City Treasurer certified on August 14, 2024 that Jolma Electric was in compliance with Ordinance 923.10.

COMPLIANCE WITH CHAPTER 51: NA

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 provides 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:

City staff requests Council approval to enter into an agreement for professional services with Jolma Electric LLC to complete a solar and micro-grid assessment of city properties under the PSC Rural Energy Startup Program (RESP) based on the attached scope of work provided.

At the August 20, 2024 Council meeting, staff requested and received Council approval to waive the City's advertisement and competitive bidding requirements for professional services for the solar and micro-grid assessment. The PSC also granted a waiver of the State's competitive bidding requirements for the project, so if the Council approves entering into an agreement with Jolma Electric LLC, staff would obtain the required signatures and begin the proposed work upon execution of the grant agreement with the PSC.

Contract Between
Jolma Electric LLC
AND
City of Ashland, WI.

This Agreement is entered into this _____ day of __________, 2024 by and between the City of Ashland, ("City") and Jolma Electric LLC, FEIN #________________________('Contractor"), for the support in evaluating solar + storage systems at multiple locations throughout the City of Ashland.

Both parties agree to the following terms and conditions:

1. Scope of Work

The Contractor shall provide the following services in accordance with final bid documents including:

City of Ashland Renewable Resources Planning Study with Jolma Electric & muGrid Proposed Scope of Work.

- Site Assessments for 10 sites owned by the City of Ashland.
- eGauge installations for the chosen best 5 sites.
- Project benefits assessment for the 5 sites.
- Procurement support and project management meeting with teams involved.

2. Compensation

The City shall pay Contractor for above services as noted, payable within 30 days after payment application date. The total compensation will be $75,000.

- Project would be progress billed based on the completion.
- Project will have a ______% retainage.
- Project will have no more than 4 billings and final 5% will be upon study completion.

3. Timetable

The Contractor will coordinate with the City on a site assessment and eGauge installation schedule.

4. Miscellaneous Provision

Regular communications will be maintained with the City's contact throughout the process.

5. Failure to Perform

The City reserves the right to withhold funds if the Contractor is not complying with the terms of the contract documents.

6. Insurance

The Contractor shall carry a liability insurance policy naming the City as an additional insured, if necessary.

7. Assignment

The Contractor must have expressed written permission from the City prior to reassigning this Contract.

8. Governing Law and Venue

The laws of the State of Wisconsin shall govern this Agreement. The Grantee shall always comply with and observe all applicable federal, state, and local laws relating to the project. Any litigation arising out of this Agreement, or the Project shall be brought and venue in Ashland County, Wisconsin.

9. Termination

This Agreement may be terminated, in whole or in part, during the duration of the contract if both parties agree that continuation is not feasible or would not produce beneficial results. Either party may cancel all or a portion of this agreement with a written 30-day cancellation notice to the other party.

SIGNED:

____ ____________________________________

Tyler Stephenson, Jolma Electric LLC Representative Date

____ ____________________________________

,City of Ashland Representative Date

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 Manangement	$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.

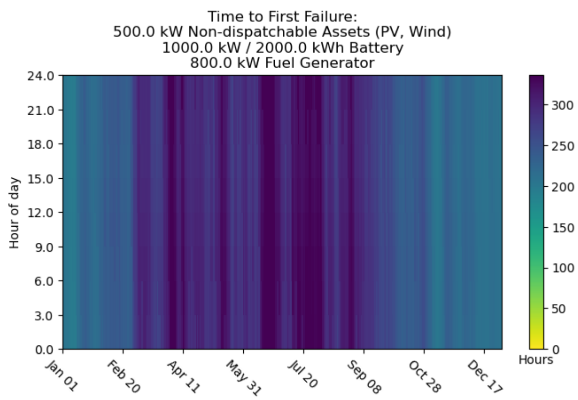
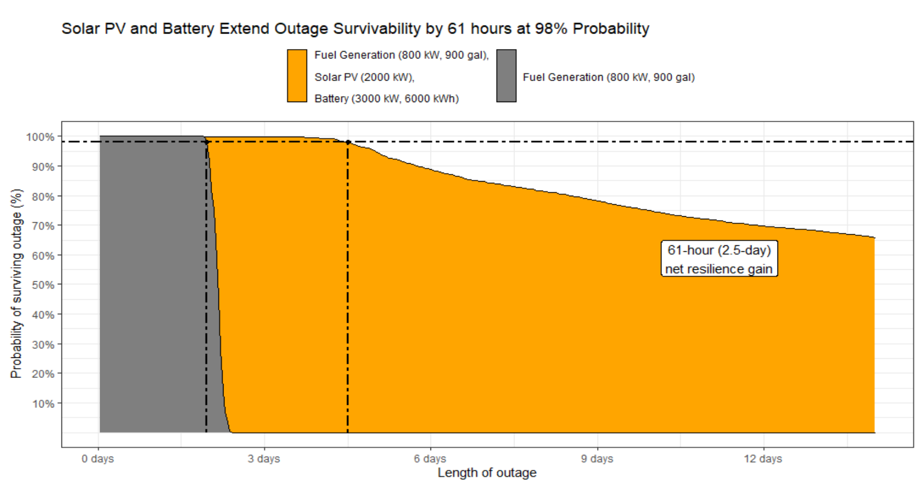


Figure 1. Example time-to-first-failure heat map demonstrating stochastic resilience performance at every hour of the year.

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.

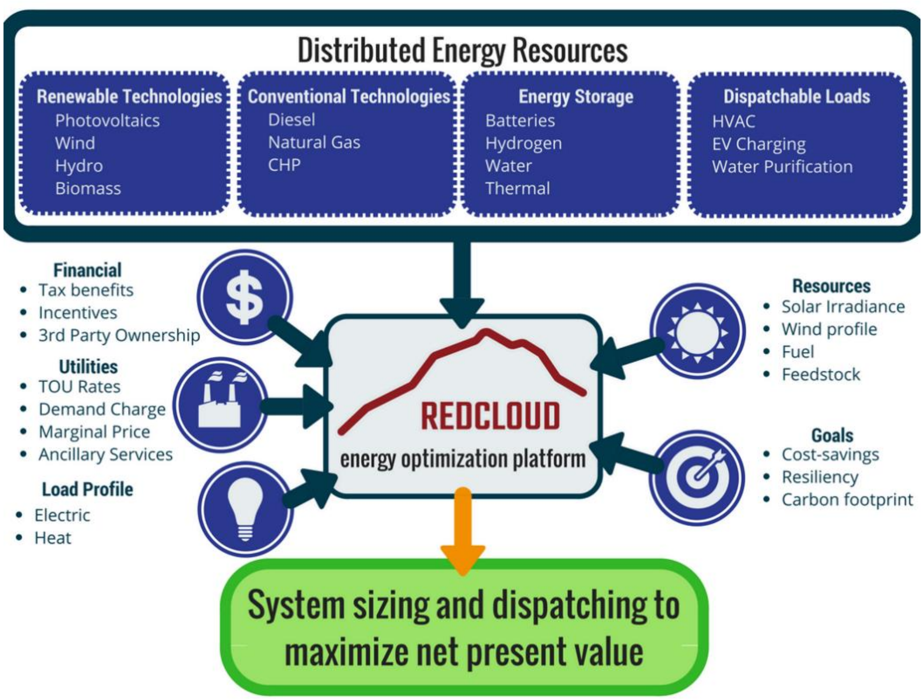
We define resilience duration as the amount of time the microgrid can support its dedicated loads after a grid outage before the microgrid fails due to lack of power, whether that lack of power is caused by battery depletion, fuel depletion in the generator, or lack of solar irradiance. This is our primary 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: 2024-237 **COUNCIL AGENDA: 8.A. (10/29/2024)**

SUBJECT: **Consider a Resolution to Approve a Final Condominium Plat for Property at 208 3rd Avenue West, Ashland, Lot 1 of CSM No. 788 Recorded in the Ashland County Register of Deeds Office on September 22, 2023 in Volume 5, Pages 162-163, as Document No. 362998, Zoned City Center (CC). Applicant: Patrick McKuen *(Planning)* Roll**

RECOMMENDATION: Approval upon listed contingencies (see below)

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Director
Water Utility
Police Chief
Fire Chief
Plan Commission (Approved unanimously 10/15/2024)

EXHIBITS:
1. STAFF REPORT - Opera House Condo Plat, Plan Commission - October 15, 2024
2. Opera House Condominium Association Plat
3. Proposed Resolution No. 17801

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH CHAPTER 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The existing property is a multi-family development with one residential living unit on the ground floor and two residential units on the second floor. The subject development includes parking in attached and detached garages. The existing land uses are consistent with the recommendations laid out in the Future Land Use Map (FLUM) of the Comprehensive Plan. The Downtown Core & Commercial Districts land use calls for mixed use development with residential development on upper floors when possible. Given the size of the former Opera House building, the developer has created living units on both floors of the building. No changes are proposed to the existing land uses. The Condominium Plat is only intended to divide ownership of the subject property according to the different uses.

SUMMARY STATEMENT:

Patrick McKuen of Pine Ridge Land Surveying requests a Preliminary and Final Plat review and approval of a Condominium Plat for the property at 208 3rd Avenue West. The intent of this plat is to divide ownership of the property into separate condominium units and associated garage spaces. No site modifications are planned.

Please see the Plan Commission staff report and draft Condominium Plat for more information.

Staff recommends Preliminary and Final Plat Approval of the Condominium Plat proposed for the 208 3rd Avenue West property contingent on the following conditions:
1.) Approval is for the Condominium Plat for the property at 208 3rd Avenue West (Lot 1 of CSM No. 788 Recorded in the Ashland County Register of Deeds Office on Sept. 22, 2023, in Volume 5, pages 162-163, as Document No. 362998).
2.) Applicant to meet any requirements of the Water Utility and any other utilities for metering.
3.) Applicant to submit a copy of the recorded plat to City staff once it is recorded at the Ashland County Register of Deeds.

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

STAFF REPORT

Plan Commission – October 15th, 2024

Agenda Item # 6b:	**Preliminary and Final Plat Review for a Condominium Plat**
Zoning District:	City Center (CC) District
Property Address:	208 3rd Ave W
Parcel #:	# 201-01650-0100 (Opera House), # 201-01654-0000, # 201-01650-0000
Applicant:	Patrick McKuen
Staff Contact:	Steven Wiley

Background

Patrick McKuen of Pine Ridge Surveying requests Preliminary and Final Plat review and approval of a Condominium Plat for the property at 208 3rd Ave W. The intent of this plat is to divide ownership of the property into three (3) condominium units and condominium ownership over the attached and detached garage spaces. No site modifications from the original site plan approval are planned.

The subject property was combined via Certified Survey Map in 2023. The combined property includes the former Opera House, an attached garage on the north, and a detached garage to the south with drive access. The developers obtained Conditional Use Permit (CUP) approval at the May 9th, 2023 Council meeting. The Plan Commission approved the site plan for the multi-family use at the September 19th, 2023 Plan Commission meeting. The condominium plat will allow for separate ownership of the three living units and associated garage spaces in the buildings on the subject site.

Existing Land Use	***Zoning***
Multi-family Residential – 3 living units and associated garage parking and access drives	City Center (CC)

Existing Uses		***Zoning***
North	Various Commercial Uses	City Center (CC)
South	Commercial	City Center (CC)
East	Vacant, Parking lot, Various Commercial Uses	City Center (CC)
West	Parking lot, Various Commercial Uses	City Center (CC)

Land Use Recommendation	Land Use
Future Land Use Map Recommendation	Downtown Core & Commercial Districts

The subject property is outlined in red in the above aerial.

<u>Standards for Preliminary Plat Review</u>

The City of Ashland's Unified Development Ordinance Section 3.23 (C) Preliminary Plat Approval Criteria (and all subsections thereof), create the legal framework for approving Preliminary Plats for the City of Ashland. The following decision criteria were used to review the submitted Condominium Plat:

1. **<u>Complete Application</u>**
   The applicant submitted a complete application with the draft Condominium Plat and explained the reasoning for the proposed Condominium Plat. The Plat itself has the information necessary for staff, the Plan Commission, and the Common Council to review. The plat was drawn by a licensed surveyor and has a legal description, legend, scale, details, and areas of the portions of the subject property to be split into condominium units. Identification of each unit and common elements of the property are clear in the proposed Plat.

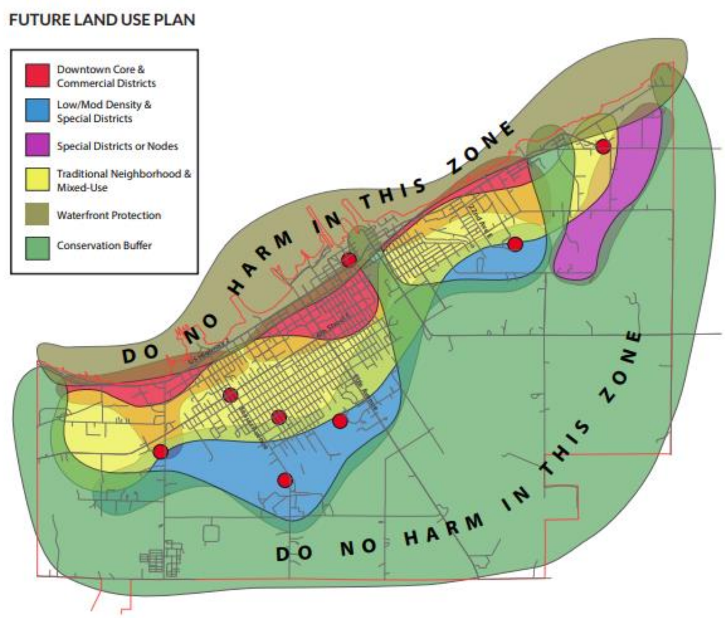
2. **<u>Consistency with Provisions of the Unified Development Ordinance and State Law</u>**
   The Condominium Plat is consistent with Chapter 703 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code, and City of Ashland Unified Development Ordinance. Staff reviewed the Statutory requirements and determined that the Condominium Plat includes the requirements listed.

3. **<u>Consistency with City's Comprehensive Plan and other Adopted Plans and Standards</u>**
   The UDO mentions consistency with the Comprehensive Plan and other plans as they relate to the City's current and future streets, sidewalks, bike lanes, alleys, parks, and public utility facilities.

   The existing property is a multi-family development with one residential living unit on the ground floor and 2 residential units on the second floor. The subject development includes parking in attached and detached garages. The existing land uses are consistent with the recommendations laid out in the Future Land Use Map (FLUM) of the Comprehensive Plan. The Downtown Core & Commercial Districts land use calls for mixed use development with residential development on upper floors when possible. Given the size of the former Opera House building the developer has created living units on both floors of the building. No changes are proposed to the existing land uses. The Condominium Plat is only intended to divide ownership of the subject property according to the different uses.

4. **<u>Extension, Improvement, or Widening of City roads</u>**
The extension, improvement, or widening of City roads, taking into account access to and extension of sewer, water and storm sewer mains and the instrumentality of public utilities.

The Condominium Plat does not include alterations to existing City infrastructure such as streets, sidewalks, bike lanes, alleys, parks, and public utility facilities. No extension, improvement, or widening of City streets or infrastructure are planned.



5. **<u>Preliminary Plat Promotes the Public Health, Safety, and General Welfare</u>**
The UDO includes a criterion of approval that a Preliminary Plat promotes the public health, safety, and general welfare; furthers the orderly layout and use of land; provides a balanced density of land, provides beneficial street layout and traffic flows; provides for adequate light and air; facilitates adequate provisions for water, sewerage, storm water management, and other public requirements; provides for proper ingress and egress; and promotes proper monumenting of land subdivided and conveyancing by accurate legal descriptions;

The intent of the section mentioned above is generally for subdivision plats. Since the proposed plat is a Condominium Plat intended to divide ownership of an existing property staff does not have concerns here.

6. **<u>Service by Public Improvements and Infrastructure</u>**
The tract of land subject to the application is adequately served by public improvements and infrastructure (as required by this Ordinance), or will be adequately served upon completion by the applicant of required improvements;

The subject property at 208 3rd Ave W is an existing multi-family development already served by existing street and utility infrastructure. Staff does not have concerns here.

7. **<u>Schedule for Phasing of Improvements</u>**
The Plat submitted for review is a Condominium Plat and no changes are proposed to the subject properties other than dividing the property into condominium units to allow for separate ownership. This section is not applicable here.

Final Plat Review

The UDO outlines the process for Final Plat Review. In the case of most subdivision plats, the Preliminary and Final Plat Reviews would occur separately. The staff and the Plan Commission would review the Preliminary Plat and approve it if the requirements of the WI Statutes, WI Administrative Code, and UDO are met. From there the developer and surveyor would finalize the Plat and submit for staff, Plan Commission, and Common Council review. In the case of this Condominium Plat, there is enough information in the submission for the reviews to occur simultaneously. The only change proposed with this plat is to divide ownership of the subject property by splitting the property into condominium units.

Planning staff has forwarded on the draft plat to the Public Works Director, Fire Chief, Police Chief, Water Utility, and Wastewater Operations Manager. The Fire Chief, Police Chief, and Water Utility do not have concerns with the Condominium Plat as proposed. Staff did not receive concerns from the Public Works Director or Wastewater Operations Manager. For an earlier condominium plat staff inquired with the Wisconsin Department of Administration (DOA) on whether a DOA review is required. The DOA informed staff that they do not review condominium plats so nothing needs to be sent to them.

Final Plat Approval Criteria

The UDO provides that a final plat shall be approved if it meets the following criteria:

1. The application is complete and the information contained within the application is correct and sufficient to allow adequate review and final action; and
2. The final plat must be consistent with the approved preliminary plat and all of the approval criteria of the preliminary plat.

In the case of the draft Condominium Plat submitted, staff is of the opinion that there is enough information for the Plan Commission to conduct a preliminary and final plat review together and forward a recommendation onto the City Council for review.

Review Recommendation

Staff recommends Preliminary and Final Plat APPROVAL of the Condominium Plat proposed for the 208 3rd Ave W property contingent on the following conditions:

- Approval is for the Condominium Plat for the property at 208 3rd Ave W (Lot 1 of CSM No. 788 Recorded in the Ashland County Register of Deeds Office on Sept. 22, 2023, in Volume 5, pages 162-163, as Document No. 362998).
- Applicant to meet any requirements of the Water Utility and any other utilities for metering.
- Applicant to submit a copy of the recorded plat to City staff once it is recorded at the Ashland County Register of Deeds.

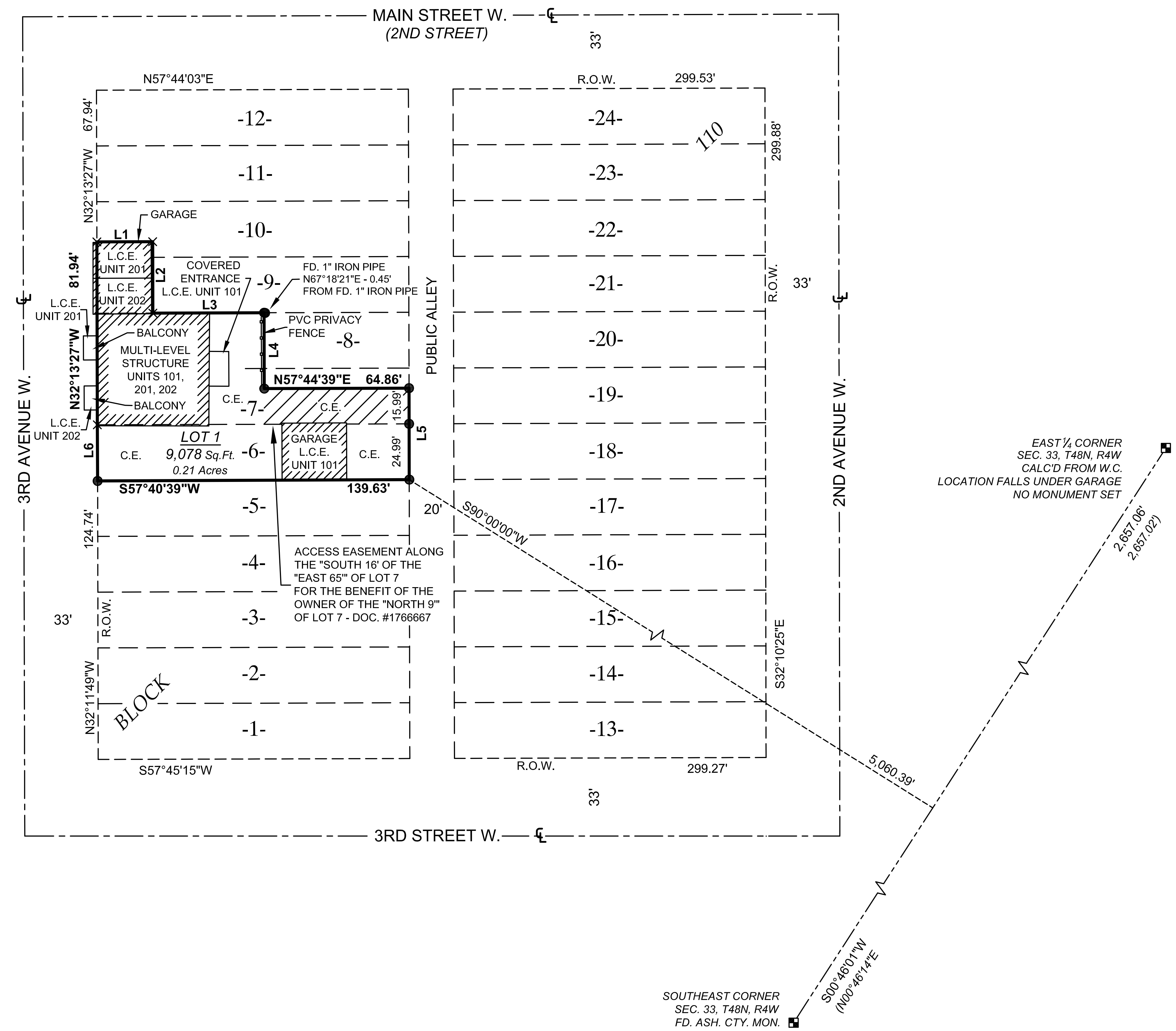
Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a determination. A Class 1 public informational meeting notice was issued on October 3rd and discretionary letters were sent to all surrounding property owners within 200 feet of the subject property.

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

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTRY, LOCATED IN BLOCK 110, ELLIS DIVISION, CITY OF ASHLAND, ASHLAND COUNTY, WI

BEARINGS ARE GRID BASED WCCS - ASHLAND COUNTY WITH THE E. LINE OF SOUTHEAST ¼ - SEC. 33 MEASURED TO BEAR S00°46'01"W



SURVEYOR'S NOTE:

1.) UNLESS OTHERWISE NOTED EVERYTHING OUTSIDE OF THE UNIT BOUNDARIES ARE COMMON ELEMENTS

2.)INTERIOR DIMENSIONS FOR FLOOR PLANS ARE BASED UPON DRAWINGS FURNISHED BY THE ARCHITECT TO THE SURVEYOR.

LEGEND

× – CALCULATED LOCATION MONUMENT NOT SET (FALLS IN BUILDING)

● – FD. 1" O.D. IRON PIPE

C.E. – COMMON ELEMENT

L.C.E. – LIMITED COMMON ELEMENT

50' 0 50' 100' 150'

SCALE FEET

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTRY, LOCATED IN BLOCK 110, ELLIS DIVISON, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN

DATE	REV. NO.	BY:	REVISION DESCRIPTION

Drawn by: P.MCKUEN
Approved by: P.MCKUEN
Date Approved: 8/27/24

Recorded With: ASHLAND COUNTY
Field Work Completed: 8/14/24

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

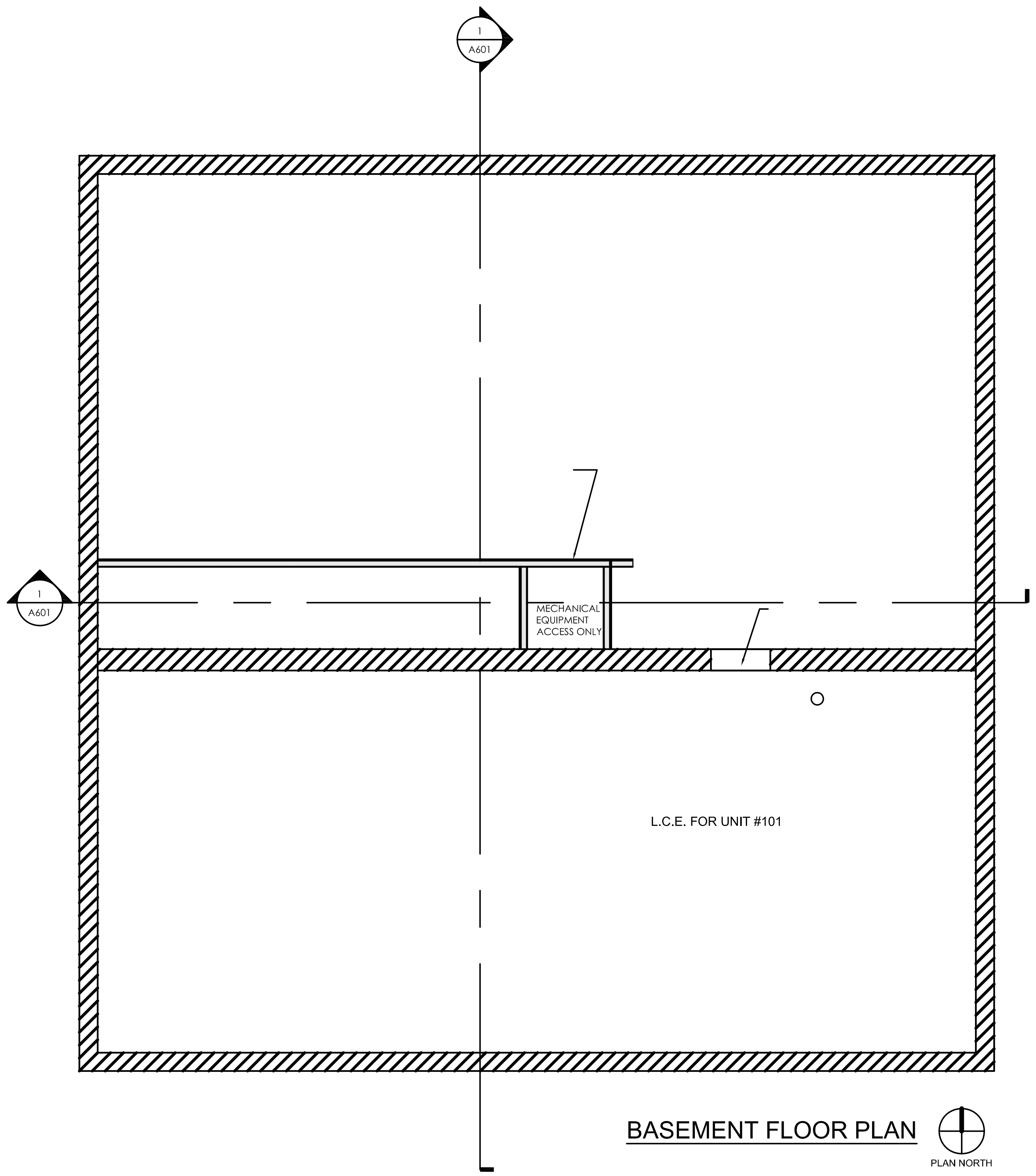
PATRICK A. MCKUEN, PLS
1424 ½ LAKE SHORE DR. W.
ASHLAND, WI 54806
PH. 715-682-2969
WWW.PINERIDGESURVEYING.COM
PMCKUEN@PINERIDGESURVEYING.COM

PROJECT NUMBER: OPERAHSE24–COA–ELLIS

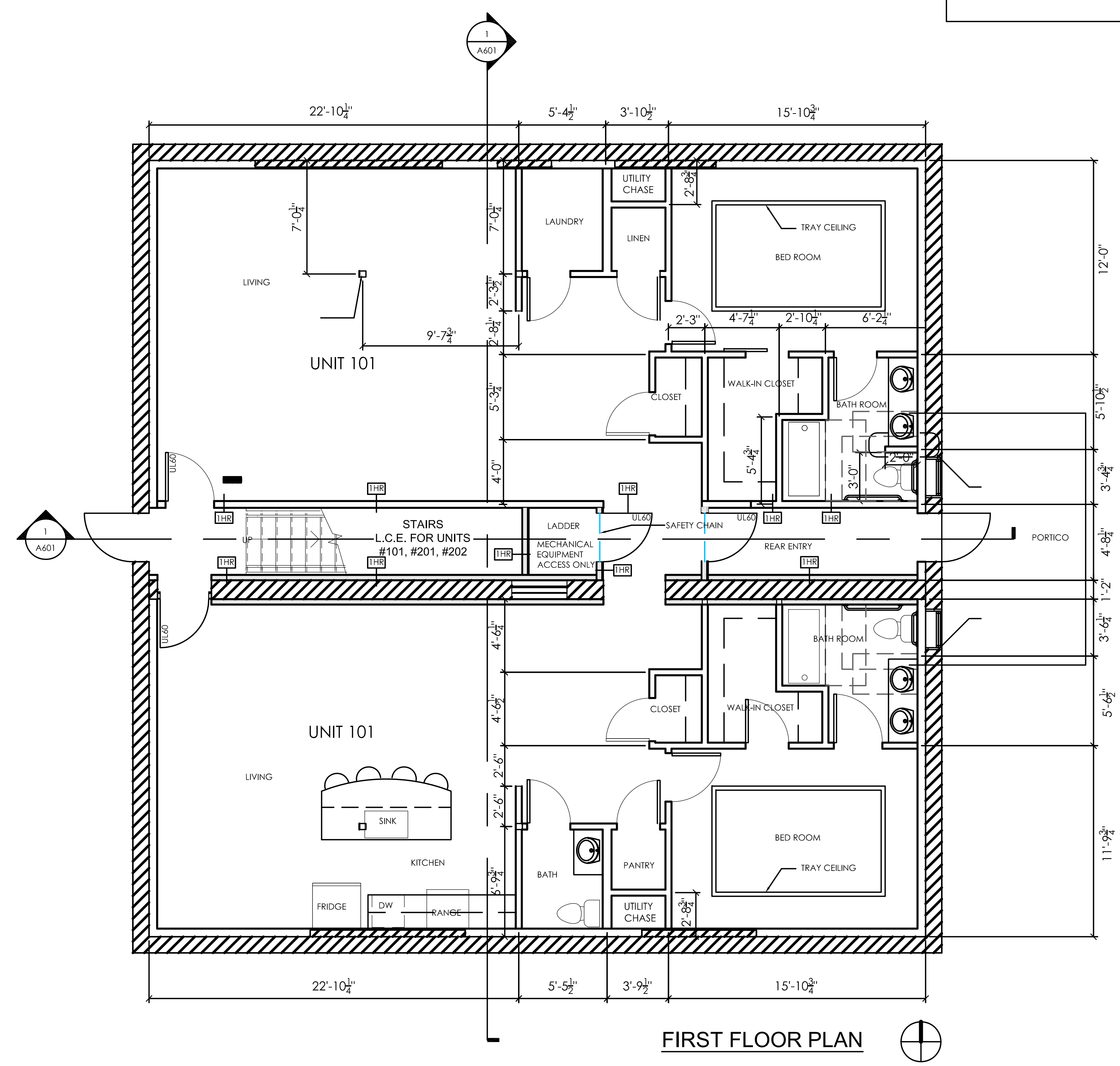
FIGURE/SHEET NO. 1 OF 4

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTRY, LOCATED IN
BLOCK 110, ELLIS DIVISION,
CITY OF ASHLAND, ASHLAND COUNTY, WI



BASEMENT FLOOR PLAN



FIRST FLOOR PLAN

8' 0 8' 16' 24'
SCALE FEET

DATE	REV. NO.	BY:	REVISION DESCRIPTION

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTERY, LOCATED IN BLOCK 110, ELLIS DIVISON, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN

Drawn by: P.MCKUEN
Approved by: P.MCKUEN
Date Approved: 8/27/24

Recorded With: ASHLAND COUNTY
Field Work Completed: 8/14/24

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

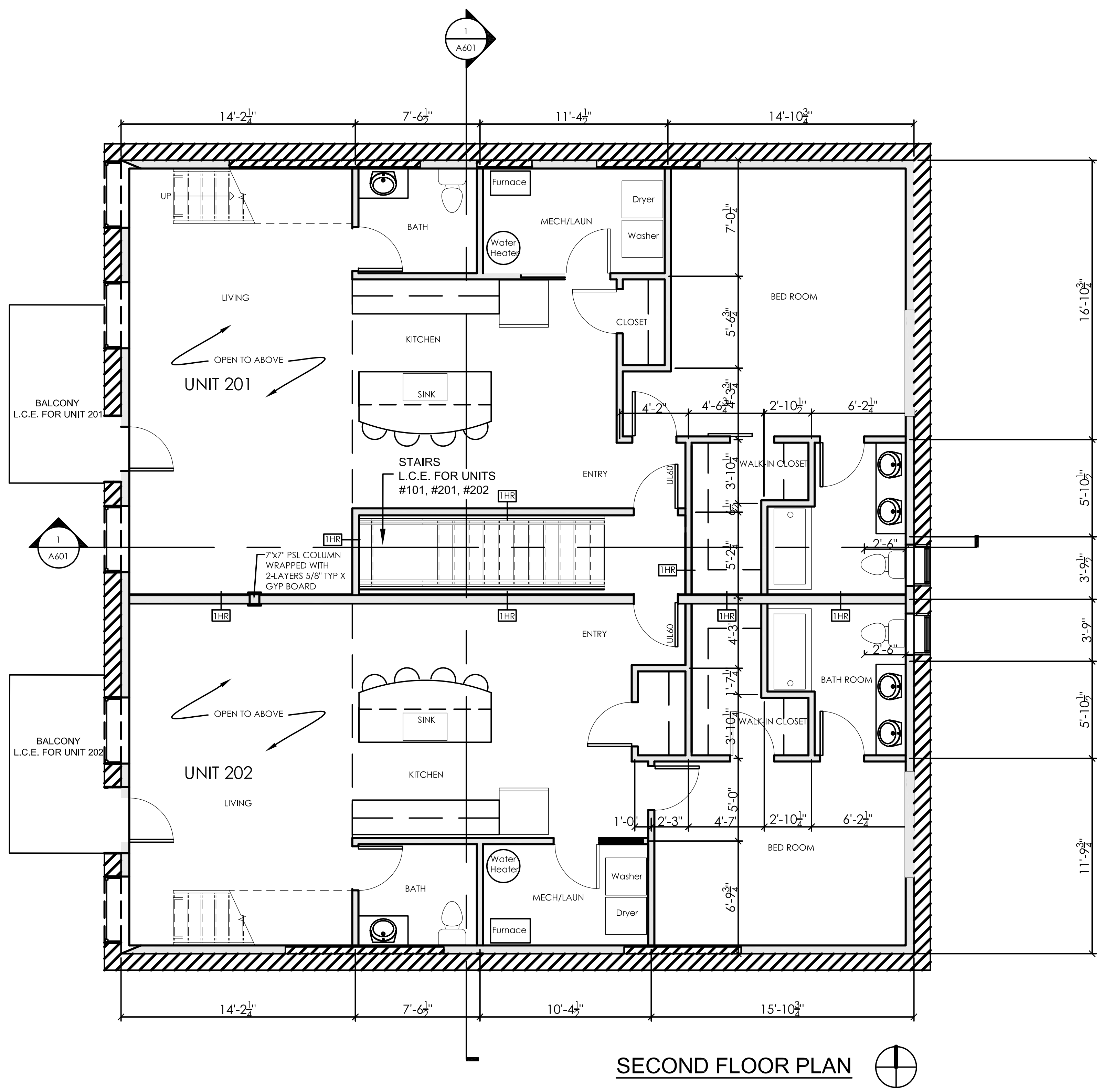
PATRICK A. MCKUEN, PLS
1424 ½ LAKE SHORE DR. W.
ASHLAND, WI 54806
PH. 715-682-2969
WWW.PINERIDGESURVEYING.COM
PMCKUEN@PINERIDGESURVEYING.COM

PROJECT NUMBER: OPERAHSE24—COA—ELLIS

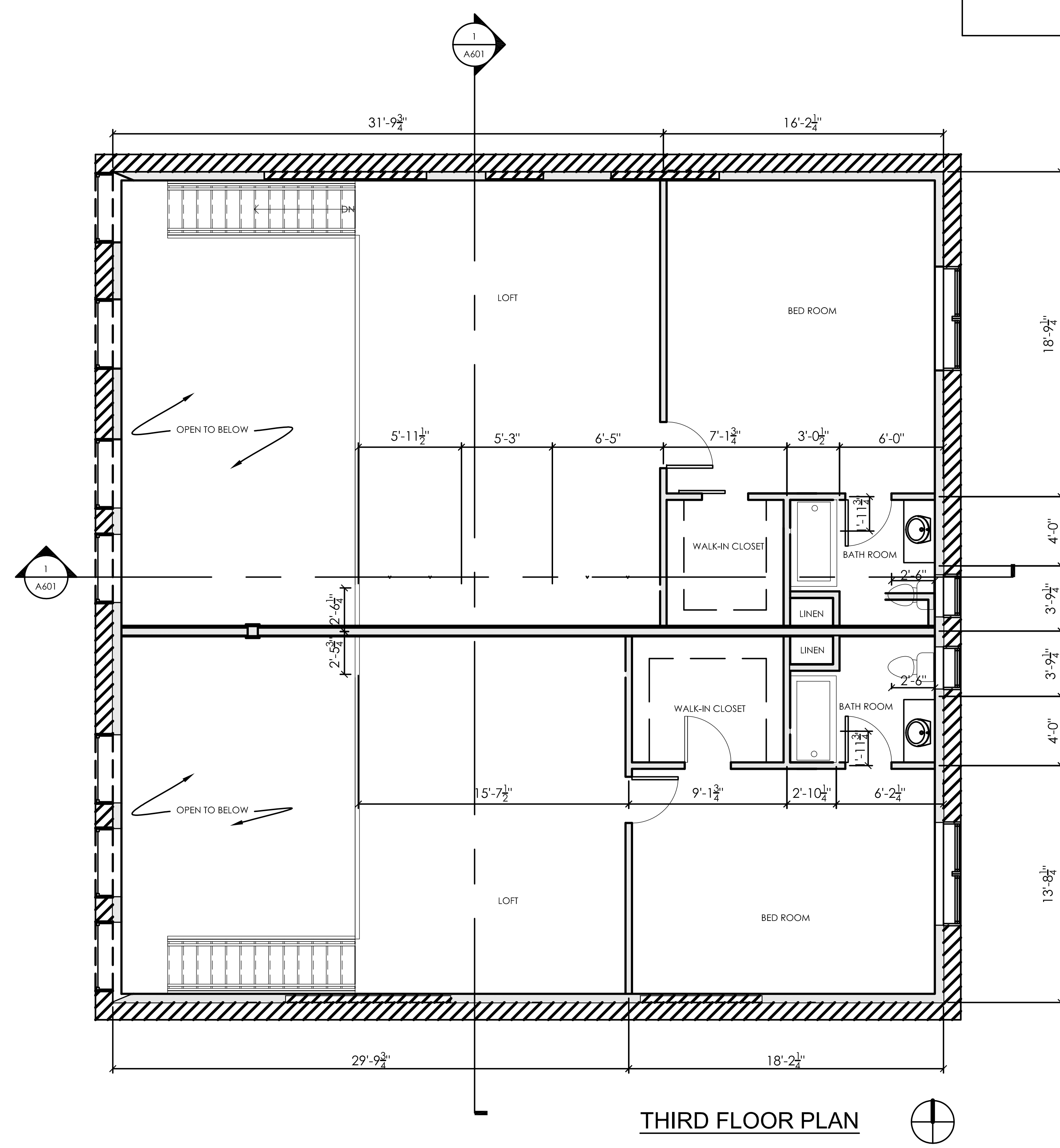
FIGURE/SHEET NO. 2 OF 4

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTRY, LOCATED IN
BLOCK 110, ELLIS DIVISION,
CITY OF ASHLAND, ASHLAND COUNTY, WI



SECOND FLOOR PLAN



THIRD FLOOR PLAN

8' 0 8' 16' 24'
SCALE FEET

OPERA HOUSE CONDOMINIUM ASSOCIATION	DATE	REV. NO.	BY:	REVISION DESCRIPTION
LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTERY, LOCATED IN BLOCK 110, ELLIS DIVISON, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN	Drawn by: P.MCKUEN Approved by: P.MCKUEN Date Approved: 8/27/24			Recorded With: ASHLAND COUNTY Field Work Completed: 8/14/24

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

PATRICK A. MCKUEN, PLS
1424 ½ LAKE SHORE DR. W.
ASHLAND, WI 54806
PH. 715-682-2969
WWW.PINERIDGESURVEYING.COM
PMCKUEN@PINERIDGESURVEYING.COM

PROJECT NUMBER: OPERAHSE24-COA-ELLIS

FIGURE/SHEET NO. 3 OF 4

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTRY, LOCATED IN BLOCK 110, ELLIS DIVISION, CITY OF ASHLAND, ASHLAND COUNTY, WI

SURVEYOR'S CERTIFICATE:

I, PATRICK A. MCKUEN, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2992, DO HEREBY CERTIFY:

That on order of TOM TRUDEAU & SCOTT WARREN, Owner's, I have surveyed and mapped OPERA HOUSE CONDOMINIUM ASSOCIATION, located in Lot 1, CSM #788,recorded as Doc. #362998 within the Ashland County Registry, located in Block 110, Ellis Division, Ashland County, Wisconsin.

The above described parcel of land contains 9,078 Sq.Ft. which is 0.21 acres.

Parcel is subject to existing easements, reservations and restrictions of record;

That I have fully complied with Chapter 703 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the City of Ashland Subdivision Control Ordinance in making the same;

That this plat is a correct representation of OPERA HOUSE CONDOMINIUM ASSOCIATION and the identification of each unit and the common elements can be determined from the plat; and

That said survey and plat are correct to the best of my knowledge and belief.

DATED THIS________________DAY OF_________________________

____

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

CONSENT OF MORTGAGEE

NORTHERN STATE BANK, MORTGAGEE OF THE ABOVE DESCRIBED LAND, HEREBY CONSENTS TO THE SURVEYING AND MAPPING OF OPERA HOUSE CONDOMINIUM ASSOCATION AS DESCRIBED ON THIS PLAT AND HEREBY CONSENTS TO THE OWNER'S CERTIFICATE BELOW, OWNER OF SAID LANDS

SIGNED: ______________________________________
JOHN BEIRL

DATED THIS ________ DAY OF ____________________, 2024.

AS OWNER(S) *TOM TRUDEAU & SCOTT WARREN,*
I HEREBY CERTIFY THAT I CAUSED THIS CONDOMINIUM PLAT TO BE SURVEYED, DIVIDED, MAPPED AS REPRESENTED ON THE FACE OF THIS MAP.

WITNESS THE HAND AND SEAL OF SAID AGENT THIS ______ DAY OF _________, 2024

NAME(S): ____

SIGNED: ____

STATE OF WISCONSIN
SS
________________ (COUNTY)

PERSONALLY CAME BEFORE ME THIS ______ DAY OF ____________ 2024, THE ABOVE NAMED

____

TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

____

NOTARY PUBLIC, ____________, WISCONSIN

MY COMMISSION EXPIRES ______________________________

CITY OF ASHLAND PLANNING & ZONING APPROVAL CERTIFICATE

I, STEVEN WILEY, CITY OF ASHLAND PLANNING & ZONING DIRECTOR, DO HEREBY APPROVE THIS CONDOMINIUM PLAT

SIGNED: ______________________________________
STEVEN WILEY

DATED THIS ________ DAY OF ____________________, 2024.

DATE	REV. NO.	BY:	REVISION DESCRIPTION

OPERA HOUSE CONDOMINIUM ASSOCIATION

LOT 1, CSM #788, RECORDED AS DOC. #362998 WITHIN THE ASHLAND COUNTY REGISTERY, LOCATED IN BLOCK 110, ELLIS DIVISON, CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN

Drawn by: P.MCKUEN
Approved by: P.MCKUEN
Date Approved: 8/27/24

Recorded With: ASHLAND COUNTY
Field Work Completed: 8/14/24

N W E S

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

PATRICK A. MCKUEN, PLS
1424 ½ LAKE SHORE DR. W.
ASHLAND, WI 54806
PH. 715-682-2969
WWW.PINERIDGESURVEYING.COM
PMCKUEN@PINERIDGESURVEYING.COM

PROJECT NUMBER: OPERAHSE24-COA-ELLIS

FIGURE/SHEET NO. **4** OF 4

RESOLUTION No. 17801

RESOLUTION TO APPROVE A FINAL CONDOMINIUM PLAT FOR PROPERTY AT 208 3rd AVENUE WEST, ASHLAND, LOT 1 OF CSM NO. 788 RECORDED IN THE ASHLAND COUNTY REGISTER OF DEEDS OFFICE ON SEPEMBER. 22, 2023 IN VOLUME 5, PAGES 162-163, AS DOCUMENT NO. 362998, ZONED CITY CENTER (CC). APPLICANT: PATRICK MCKUEN

WHEREAS, the Common Council of the City of Ashland is authorized to approve Final Plats; and

WHEREAS, the applicant has requested a Preliminary and Final Plat Approval per Chapter 781, Ashland City Ordinances, for a Condominium Plat for the property at 208 3rd Avenue W, Ashland, (Lot 1 of CSM No. 788 Recorded in the Ashland County Register of Deeds Office on Sept. 22, 2023, in Volume 5, pages 162-163, as Document No. 362998), zoned City Center (CC); and

WHEREAS, the Plan Commission held a Public Informational Meeting on October 15, 2023 and has recommended approval of the Final Condominium Plat with the following conditions:

Staff and the Plan Commission recommend APPROVAL of the Final Condominium Plat contingent on the following conditions:

- Approval is for the Condominium Plat for the property at 208 3rd Ave W (Lot 1 of CSM No. 788 Recorded in the Ashland County Register of Deeds Office on Sept. 22, 2023, in Volume 5, pages 162-163, as Document No. 362998).
- Applicant to meet any requirements of the Water Utility and any other utilities for metering.
- Applicant to submit a copy of the recorded plat to City staff once it is recorded at the Ashland County Register of Deeds.

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

PASSED: September 10, 2024

____
Councilperson

ATTEST: ____________________________
Denise Oliphant, City Clerk

____
Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

FOR APPLICANT:

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

Applicant (Print and signature) Date

Ref: 2024-238 **COUNCIL AGENDA: 8.B. (10/29/2024)**

SUBJECT: **Consideration of an Alcohol Beverage License Application from The Union on Main dba The Union, and Agent Jeanne Aspenson, 100 Main Street West, Ashland, WI *(Clerk)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Treasurer
Fire Deparrtment

EXHIBITS:

1. Application for Alcohol Beverage License - The Union
2. Supplemental Questionnaire and Assignment of Agent - redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

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:

Jeanne Aspenson, owner and agent for The Union, has submitted an application for a Class B Fermented Malt Beverage and Intoxicating Liquor alcohol license at 100 Main Street West, Ashland.

The Union will operate as an event venue for large party receptions and gatherings on the upper floor of the former Union National Bank Building. She is requesting to operate as her own licensed facility to have the availability to offer alcoholic beverages with catered food.

Save | Print | Clear

For Municipal Use Only
Municipality
License Period

Form **AB-200**

Alcohol Beverage License Application

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

- ☐ Class "A" Beer . . . . $ ______
- ☐ "Class A" Liquor . . . . $ ______
- ☐ "Class A" Liquor (cider only) $ ______
- ☐ "Class C" Liquor (wine only) $ ______
- ☑ Class "B" Beer . . . . $ ______
- ☑ "Class B" Liquor . . . . $ ______
- ☐ Reserve "Class B" Liquor $ ______

Fees	
License Fees	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
The Union on Main, LLC

2. Business Trade Name or DBA
The Union

3. FEIN
92-3871065

4. Wisconsin Seller's Permit Number

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

6. State of Organization
WI

7. Date of Organization
04/03/2023

8. Wisconsin DFI Registration Number
T102461

9. Premises Address
100 Main Street W

10. City
Ashland

11. State
WI

12. Zip Code
54806

13. County
Ashland

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: Ashland

15. Aldermanic District

16. Premises Phone
608-306-2598

17. Premises Email
info@unionashland.com

18. Website
unionashland.com

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.
The venue, The Union on Main, LLC will be located on the upper (second) floor of the Union National Bank Building on 100 Main Street W, Ashland WI.

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 beverages. . . ☐ Yes ☑ No

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

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or 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

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
Aspenson	Jeanne	Owner/Manager	608-306-2598

Part D: Attestation

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

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

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

Last Name	First Name	M.I.
Aspenson	Jeanne	

Title	Email	Phone
Owner/Manager		

Signature	Date

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Tab through, use mouse, spacebar or Enter to check applicable boxes.

Save | Print | Clear

Date 1-17-24

Form **AT-103**

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

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

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

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)
The Union on Main, LLC

2. Trade Name or DBA
The Union

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)
Aspenson, Jeanne M

2. Relationship to Registered Entity (Title)	3. Email	4. Phone
Owner/Manager	[redacted]	608-306-2598

5. Home Address
25941 State Hwy 27

6. City	7. State	8. Zip Code	9. Date of Birth
Eastman	WI	54626	[redacted]

10. Drivers License/State ID Number	11. Drivers License/State ID State of Issuance
[redacted]	WI

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1
25941 State Hwy 27

Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Eastman, WI 54626	2004-present

Previous Address 2

Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name
Gatherings on the Ridge, LLC, Eastman, WI 54626

Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
25941 State Hwy 27, Eastman, WI 54626	2012-present

Employer's Name
Jeanne Aspenson - Owner

Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
25941 State Hwy 27, Eastman, WI 54626	

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated 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		Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	
Law/Ordinance Violated		Trial Date
Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated 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 F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. . . . . . ☐ Yes ☑ No

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
	55 years	6

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☑ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: 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
Jeanne Aspman	1-17-24

Tab to navigate within form. Use mouse to check appropriate boxes, press spacebar or press enter.

Save | Print | Clear

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☑ City of Ashland County of Ashland

The undersigned duly authorized officer/member/manager of The Union on Main, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

The Union
(Trade Name)

located at 100 Main Street W, Ashland, WI 54806

appoints Jeanne Aspenson
(Name of Appointed Agent)

25941 State Hwy 27, Eastman, WI 54806
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/ organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☑ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Gatherings on the Ridge, Eastman, WI 54626, Eastman township

Is applicant agent subject to completion of the responsible beverage server training course? ☑ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 55 years

Place of residence last year 25941 State Hwy 27, Eastman, WI 54626

For: Gatherings on the Ridge, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: ______________________
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

ACCEPTANCE BY AGENT

I, Jeanne Aspenson, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

______________________ (Signature of Agent) 1-17-24 (Date) Agent's age 55

25941 State Hwy 27, Eastman, WI 54626
(Home Address of Agent)

Date of birth [redacted]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on ____________ (Date) by ______________________ (Signature of Proper Local Official) Title ____________ (Town Chair, Village President, Police Chief)