

**THE CITY OF ASHLAND CONDUCTS THEIR MEETINGS IN PERSON at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABILITY TO ATTEND VIRTUALLY**

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Access Code: 500-263-957

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

ASHLAND CITY COUNCIL MEETING

Tuesday, January 10, 2023 – 6:00 PM

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. December 13, 2022 City Council Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Minutes

7. NEW BUSINESS

A. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Beaser Avenue Mill & Overlay Project (*Public Works*) Roll

B. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the 3rd Street West Mill & Overlay Project (*Public Works*) Roll

C. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Cary Street Mill & Overlay Project (*Public Works*) Roll

D. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Industrial Park Road Mill & Overlay Project (*Public Works*) Roll

8. **CLOSED SESSION: Council may return to Open Session and take action on any item discussed during Closed Session**
- A. **PURSUANT TO SEC. 19.85(1)(G): Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation. (City Attorney) A to Z Plumbing/Z. Jablonski Notice of Claim**
 - B. **RETURN TO OPEN SESSION** *voice*
 - C. **REPORT OF ACTION TAKEN DURING CLOSED SESSION**
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.

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

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, December 13, 2022 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, December 13, 2022 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

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

ABSENT: None

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Fire Chief Stuart Matthias, Finance Director Julie Vaillancourt, Parks Director Sara Hudson, Utility Supervisor Brian Ledin, Treasurer Jacey Dean, and other concerned citizens.

2. APPROVAL OF AGENDA

Kevin Seefeldt moved, seconded by Charlie Ortman to approve the agenda as presented. The motion carried unanimously by voice vote.

3. ELECTION OF COUNCIL PRESIDENT

A. Accept Nominations from the Floor

Mac Kenzie opened the floor for nominations for Council President. Seefeldt nominated Ortman; Ortman accepted.

B. Close Nominations

Hearing no further nominations, Tochtermann moved, seconded by Jackson to close nominations, and was carried by voice vote.

C. Vote by Secret Ballot

A unanimous voice vote was made to appoint Ortman as Council President.

4. DISCUSSION AND POSSIBLE ACTION TO FILL DISTRICT 4 ALDERPERSON VACANCY

A. Discussion and Approval to Fill the District 4 Alderperson Vacancy (*Clerk*) Roll

Seefeldt moved, seconded by Tochtermann to fill the District 4 Alderperson vacancy. The motion passed 5-1 by roll call vote; Pufall opposed

Ortman motioned to nominate Andrew Goyke, but withdrew his motion to allow for a roll call vote. Jackson, Tochtermann, and Graf voted to appoint Jenise Swartley; Ortman, Pufall, and Seefeldt voted to appoint Goyke. MacKenzie broke the 3-3 tie by voting for Goyke.

After accepting the District 4 Alderperson seat, Goyke was sworn in by the Clerk and took the seat for the remainder of the meeting.

5. APPROVAL OF MINUTES

A. November 15, 2022 City Council and Committee of the Whole Meeting Minutes

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

6. CITIZEN PARTICIPATION PERIOD

There were no citizens present wishing to address the Council.

7. MAYOR'S REPORT

A. Announcements

MacKenzie passed information to Councilors regarding the levels of PFAS in the City's water. He offered to bring this topic back for discussion at a future meeting. He attended a Northwest Regional Planning Committee meeting last week in Hayward where the group discussed broadband issues. Finally he wished all a pleasant upcoming holiday, and thanked all for their service over the past year.

B. Appointments

A motion by Tochtermann, seconded by Jackson to reappoint Mary Asbach and Michelle Jardine to the Library Board was approved unanimously by voice vote. Their terms would expire October 31, 2025.

8. CONSENT AGENDA

A. Approve a Joint Powers Agreement between Ashland County and the City of Ashland for Ashland County 911 Emergency System (*Emergency Services*)

B. Approve to Accept a Grant from the Wisconsin Department of Justice (DOJ) for Financial Support to Purchase Body Cameras for the Police Department (*Police Chief*)

C. Approve to Accept an Urban Forestry Grant from the Wisconsin Department of Natural Resources (DNR) for the City of Ashland Emerald Ash Borer Readiness Plan Implementation (*Parks and Recreation Director*)

D. Approve to Accept the 2021 Bayfield County Regional Assistance to Firefighters Grant (AFG) Grant for the Purchase of Radio Equipment (*Fire Department*)

- E. Approve to Accept Wisconsin EMS Flex Grant Award, and to Waive the Requirement of Chapter 194 Procurement of Goods and Services to Purchase CPR Devices from Stryker Emergency Care (*Fire Department*)**

F. Miscellaneous Meeting Minutes

Pufall moved, seconded by Tochterman to approve the Consent Agenda. The motion passed unanimously by voice vote.

9. OLD BUSINESS

A. Approve the Proposed 2023 Water and Wastewater Utility Budgets (*Administration*)

Ortman moved, seconded by Seefeldt to approve the proposed 2023 Water and Wastewater Utility budgets as presented. The motion passed 6-0 by roll call vote; Goyke abstained.

B. Approve an Ordinance to Create Chapter 875 (2022-1973) Special Events, Ashland City Ordinances (*Clerk*) Roll

Seefeldt moved, seconded by Jackson to approve Ordinance 2022-1973. The motion passed unanimously by roll call vote.

C. Approve Final Payment to Nasi Roofing, LLC for the Public Works Roof Replacement Project (*Public Works*) Roll

Seefeldt moved, seconded by Pufall to approve the final payment to Nasi Roofing LLC for \$5,945.00 . The motion passed unanimously by roll call vote.

10. NEW BUSINESS

A. Approve a Resolution Authorizing the Award and Sale of a \$266,000 Short Term General Obligation Promissory Note, Series 2022C, to Fund 2023 Capital Projects (*Administrator*) Roll

Sean Lentz of Ehlers, and Vaillancourt discussed the resolution. Ortman moved, seconded by Jackson to approve the resolution authorizing for the award and sale of a \$266,000 short term general obligation promissory note, Series 2022C to fund 2023 capital projects. The motion passed unanimously by roll call vote.

B. Approve an Ordinance to Amend Chapter 165 (2021-1952) Comprehensive Fee Schedule , Ashland City Ordinances (*Clerk*) Roll

Tochterman moved, seconded by Ortman to approve Ordinance 2022-1975. The motion passed unanimously by roll call vote.

C. Approve an Original Alcohol Beverage Retail License Application Submitted by Taqueria La Monarca, LLC, 311 East Main Street, Ashland, Wisconsin, and Agent Nicolas Blancarte (*Clerk*) Voice

Seefeldt moved, seconded by Graf to approve an alcohol license application by Taqueria la Monarca. The motion passed unanimously by roll call vote.

D. Approve a Resolution to Combine Wards and Establish the Polling Place for the February 21, 2023 Primary Election and the April 4, 2023 Spring Election (*Clerk*) Roll

Pufall moved, seconded by Goyke to approve the resolution combining wards and establishing a single polling location for the 2023 Elections. The motion passed 4-3 by roll call vote; opposed were Seefeldt, Jackson, and Ortman.

E. Approve a Request for Bids for the Rotary Splashpad at Bayview Park (*Parks and Recreation Director*) Voice

Graf moved, seconded by Seefeldt to approve the request for bids. The motion passed unanimously by voice vote.

F. Approve Final Pay Request from Northern Interstate Construction, Inc. for Kreher Park Boat Landing Parking Lot Project (*Parks*) Roll

Jackson moved, seconded by Seefeldt to approve the final payment to Northern Interstate Construction, Inc for \$18,103.65. The motion passed unanimously by roll call vote.

G. Approve Final Payment to Ashland Construction, Inc for the MacArthur Avenue and 9th Avenue West, South of 11th Street West, Sanitary Sewer Replacement Project (*Public Works*) Roll

Seefeldt moved, seconded by Jackson to approve the final payment to Ashland Construction, Inc. for \$17,895.68. The motion passed unanimously by roll call vote.

H. Approve a Professional Design Engineering Services Proposal from Cedar Corporation to Complete the Design for the 2023 MacArthur Avenue Reconstruction Project (*Public Works*) Roll

Seefeldt moved, seconded by Pufall to approve the proposal from Cedar Corporation for \$105,000. The motion passed unanimously by roll call vote.

I. Approve to Accept a Professional Services Proposal from Technical Design Services to Provide Geographic Information Systems Services (*Public Works*) Roll

Seefeldt moved, seconded by Graf to approve the proposal from Technical Design Services for \$73,580.00. The motion passed unanimously by roll call vote.

J. Approve the Purchase of a 2014 John Deere 672G Grader from McCoy Construction & Forestry for the Public Works Department (*Public Works*) Roll

Pufall moved, seconded by Seefeldt to approve the purchase from McCoy Construction & Forestry for \$225,000. The motion passed unanimously by roll call vote.

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

Ortman moved, seconded by Goyke to enter into Closed Session, and to allow Butler to remain during Closed Session. The motion passed unanimously by roll call vote.

A. PURSUANT TO WI STAT 19.85(1)(g): Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation. (*Discussion and Possible Action Regarding the 6th Street West Litigation*) (*City Attorney*)

B. Return to Open Session (*Voice*)

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

C. Action or Report of Action Taken During Closed Session

MacKenzie reported that Council considered and approved by 6-1 vote, a settlement agreement with James Peterson & Sons, Inc. and Strand Associates regarding the 6th Street West litigation.

12. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: NA

SUMMARY STATEMENT:

The Mayor is requesting approval of newly appointed District 4 Alderperson, Andrew Goyke, to serve as the Council Representative for the following:

Public Works Committee
Historic Preservation Commission

Each of these appointments will expire April 15, 2023.

**ASHLAND BEAUTIFICATION COUNCIL
MEETING
Monday, August 29th, 2022
6:00 PM
Prentice Park Pavilion**

1. Roll Call

David Askue	37
Susan Askue	22
Shawna Johnson	55.25
Chris Oreskovich	53.5
Elaine Peterson	56.5
Kay Saari	64
Jeanne Spruell	29.5
Beth Strauss	45
Mary Zinnecker	38

Guest: Linda Opperman

Volunteers:

Marla Mattson	8
Blake Frost	3
Laura Graff	4
Joyce Goglin	
Joe Schultz	
Linda Opperman	8

Karin Pierce

Violet Pierce

2. Approval of August 8th, 2022 Meeting Minutes

Motion: Beth Second: Jeanne Vote: Aye

3. Administrative:

Log Volunteer Hours

Treasurer's Report: Remaining 2022 ABC budget \$544.54

4. Old Business:

Review 2022 BC Budget: bulbs and mums to be purchased. Kay proposed purchase of shrubs from Winter greenhouse, ABC voted to spend up to \$300 from 2022 budget.

Beauty Spots 2022 Wrap-Up: 2022 Beauty Spot Award winners have been notified. Mary will post winners on social media and contact The Bottom line for publication.

5. New Business:

Review Upcoming Calendar Events:

- Friday, September 9th @ 9 am – 3rd Street Parking Lot
- Saturday, August 24th @ 9 am – Pearson Plaza/Otis Park

Other New Business: Mulch was delivered at Jane Smith gardens and Beaser Ave.

Linda Opperman shared some information about Ellis Ave. median project. She has agreed to email DOT re: what will happen with existing plants/trees in the median.

Mary planted 5 hydrangeas at Crest Garden.

Bulb placement was considered. Mary will check catalogs for deals on bulbs. Consider squills and possibly different varieties of daffodils.

6. Project Plans/Updates:

- | | | |
|---|---|---|
| <ul style="list-style-type: none">• Crest Garden: Mary is painting signs that were purchased for Crest.• Pearson Plaza/Otis Park: had a work day last week• Bayview Park: soaker hoses were added. Lance made a beautiful new sign at the entrance.• Ellis Avenue: color needs to be added but will find out | <ul style="list-style-type: none">• more info on median construction project first. Plantings may need to be removed during project.• Beaser Avenue: mulch to be spread• 3rd Street Planters & Garden: still blooming, mums will be added to planters• City Hall: blooming, mums may be added | <ul style="list-style-type: none">• Public Works Planters: blooming, mums will be added• Memorial Park: water needed, petunias are not doing well• Jane Smith Memorial: mulch to be spread• Boat Landing: water needed, only the marigolds have survived |
|---|---|---|

7. Next Meeting: Monday, October 3rd, 2022 at 6 pm, Vaughn Library 2nd Floor Meeting Room

8. Adjournment 7:00 pm Motion: Elaine Second: David Vote: Aye

Respectfully Submitted,

Shawna Johnson

**ASHLAND BEAUTIFICATION COUNCIL
MEETING
Monday, October 3rd, 2022
6:00 PM
Vaughn Library 2nd Floor Meeting Room**

1. Roll Call

David Askue	37
Susan Askue	22
Shawna Johnson	64.75
Chris Oreskovich	70.5
Elaine Peterson	62.5
Kay Saari	74.5
Jeanne Spruell	35.5
Beth Strauss	49
Mary Zinnecker	44

Guest: Linda Opperman

Volunteers:

Marla Mattson	8
Blake Frost	3
Laura Graff	4
Joyce Goglin	
Joe Schultz	
Linda Opperman	10

Karin Pierce

Violet Pierce

2. Approval of August 29th, 2022 Meeting Minutes

Motion: Kay Second: Elaine Vote: Aye

3. Administrative:

Log Volunteer Hours

Treasurer's Report: Remaining 2022 ABC budget \$275.83.

\$900 donation from Monday Club was received. Donations fund= \$2740.77. ABC to consider ideas for using some of these funds. Chris asked for purchase of a battery and string for weed-eater. **Mary** will order. Consider another bench with donation money.

4. Old Business:

Review 2022 BC Budget: about \$110 allocated to purchase remaining bulbs for planting this fall.

Beauty Spots 2022 Wrap-Up: All beauty spots were posted on social media. **Mary** will send to Bottom Line News and Ashland Daily Press for publication.

5. New Business:

- *Review Upcoming Calendar Events: TBD – Garland Wrapping at Ashland Fire Station: **Mary** to contact admin. at Fire Station
- *Bulb Purchasing/Planting: Susan purchased daffodils and Mary purchased 300 tete-a-tete mini daffodils to plant/naturalize at City Hall, Jane Smith Memorial garden and 3rd St. garden. 160 Squill will also be mass planted.
- *Otis Park has a new sign/bulletin board. **Mary** will post Ashland Beautification Council event info here.
- *October 25, 2022 the Ashland City council will recognize ABC and 2022 Beauty Spot winners at the council meeting.
- ***Mary** will confirm with Denise about a resolution to increase ABC membership to 12, currently set at 9.
- ***Chris** offered to decorate city hall pots for winter
- *December ABC potluck date TBD
- ***Linda Opperman** presented info on the DOT project for Ellis Ave. The project manager said the plan is to maintain trees in the medians but unsure about the gardens/perennials. Mary proposed we try to keep the Karl Forester grass in the middle of the medians, if possible, given how large and mature they are. Curb and gutter will be replaced 2' into the median gardens on each side and there is a possibility of extending medians further south on Ellis Ave. **Linda** will contact John Butler at Public Works for ideas on saving the perennials from Ellis Ave. medians and potentially reusing in the new design after construction. Consider a temporary bed for holding plants. **Mary** will locate Ellis Ave. landscaping plan to help map the plants we must remove from the medians.
- *Hauser's order forms will be arriving: discuss at Nov. 7th meeting
- *Remaining cannas can be dug from pots and given to Shawna for winter storage

6. Project Plans/Updates:

- | | | |
|--|--|--|
| • Crest Garden: can be cut back or left thru winter, low on color currently | be moved in the 2023 growing season. | • Memorial Park: veronica looks great |
| • Pearson Plaza/Otis Park: Volunteers from Symetra weeded, Jeanne added plants in Otis | • Beaser Avenue: looks good | • Jane Smith Memorial: continue weeding and adding bulbs |
| • Bayview Park: Rose bushes died, consider replacements? | • 3 rd Street Planters & Garden: Tricolor mums in pots look great | • Boat landing: marigolds look good |
| • Ellis Avenue: nothing added, existing plants may need to | • City Hall: courtyard trees need help, consider mulch and new borders | |
| | • Public Works Planters: still in bloom | |

7. Next Meeting: Monday, November 7th, 2022 at 6 pm, Vaughn Library 2nd Floor Meeting Room

8. Adjournment: 7:00 pm Motion: Elaine Second: Beth Vote: Aye

Respectfully Submitted,
Shawna Johnson

SUBJECT: Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Beaser Avenue Mill & Overlay Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator

EXHIBITS:

1.	State/Municipal Agreement - City of Ashland Beaser Avenue Project
2.	2022-2027 STP-Urban Approved Projects List
3.	Ashland Functional Classification, November 25, 2019
4.	City of Ashland Emergency Snow Plow Routes
5.	Pavement Degredation Curve

EXPENDITURES REQUIRED:

	Total	City (20%)	DOT (80%)	
Design	\$101,117.00	\$20,224.00	\$80,893.00	2023
Construction	\$419,720.00	\$84,344.00	\$335,376.00	2024
Total Project	\$520,837.00	\$104,568.00	\$416,269.00	

Approval of City share of Design Costs (\$20,224.00) is requested for 2023.

AMOUNT BUDGETED: \$29,000 Fund 470 Streets, Sidewalk, Stormwater (2023 Budget- Design)

City share of construction costs (\$84,344) to be budgeted for in the future (2024 Budget-Construction) from Fund 470 Streets, Sidewalk, Stormwater.

APPROPRIATION REQUIRED: -\$0-

TREASURER'S CERTIFICATE: N/A

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The Wisconsin Department of Transportation (WI DOT) receives federal funds that are allocated throughout the state to construct improvements to certain roads eligible for federal aid. These funds are allocated through the WI DOT Surface Transportation Program (STP) and roads must meet certain criteria for functional classification in order to be eligible for STP funds.

Following congressional approval of the Bipartisan Infrastructure Law (BIL), the WI DOT STP received a significant increase in funds available. The City of Ashland submitted approximately \$13 million in STP funding requests in May 2022. In Fall 2022, the City received notification of the award of approximately \$1.55 million in STP funds for the resurfacing (ie Mill & Overlay) of priority roads with the appropriate functional classification.

The City Council approved functional classification designations at their October 22, 2019 meeting. The approved resolution and the map of functionally classified roadways are attached. Beaser Avenue, 3rd Street West, Industrial Park Road, and Cary Street were prioritized for resurfacing based on their status as emergency snow plowing routes, as shown in the attached map, and staff assessment of ability to meet grant criteria.

Resurfacing offers a relatively low cost option to preserve the condition of these roads before more expensive reconstruction is necessary, as shown in the attached graphic from the Federal Highway Administration (FHWA). This approach is commonly referred to as pavement preservation. These projects will not include replacement of any water, sewer or stormwater utilities or sidewalk.

The Public Works Department recommends approval of the December 18, 2022 SMA in order to utilize the grant funding and allow the project to be scheduled for 2024 construction.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP-Urban

Population Group: 5,000-20,000

Sub-program #: 206

Cycle: 2023-2026

Date: 12/18/2022

I.D.: 8995-00-19/20

Road Name: Beaser Avenue

Limits: Maple Lane to USH 2

County: Ashland

Roadway Length: 1.49 mi

Functional Classification: Minor Arterial

Project Sponsor: City of Ashland

State Fiscal Year of Construction: 2024

State Fiscal Year of Design: 2023

The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **This roadway segment provides access to several schools and a "critical access" hospital. The existing facility is a two-lane urban cross-section from USH 2 to approximately Ashland High School, the remainder of the segment is a rural cross-section. It has a Paser Value ranging from 4 to 8. It is exhibiting surface raveling, joint separation, transverse cracking and settlement. Severe degradation of the asphalt adjacent to the curb is significantly reducing the carrying capacity of storm water. The roadway was last resurfaced in 2010. Pavement width is 28' and the urban section has curb and gutter. There is currently sidewalk on both sides of the street with no bicycle accommodations along the urban section, there is only sidewalk on one side of the street along the rural section. It is important to resurface this segment before further degradation occurs that will necessitate a full reconstruction.**

Proposed Improvement - Nature of work: **The proposed improvement is a resurfacing with a 1.5" mill and placement of 1.75" of hot mix asphalt. Manhole castings, valve boxes and inlet protection will be reset. Pavement width will not change. Project length would be 1.49 miles. No right-of-way is expected to be acquired for this project.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**

The Municipality agrees to the following **2023-2026 STP-Urban** project funding conditions:

Project ID 8995-00-19/20 costs are funded with up to 80% federal funding up to a funding limit of \$416,269.54.

The Municipality agrees to provide the remaining 20% and any funds in excess of the \$416,269.54 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset date: **June 30, 2029**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$416,269.54 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8995-00-19					
Design	\$86,116.52	\$68,893.22	80%	\$17,223.30	20% + BAL
State Review	\$15,000.00	\$12,000.00	80%	\$3,000.00	20% + BAL
ID 8995-00-20					
Participating Construction	\$351,496.00	\$281,196.80	80%	\$70,299.20	20% + BAL
Non-Participating Construction	\$500.00	\$0.00	0%	\$500.00	100%
Construction Engineering	\$52,724.40	\$42,179.52	80%	\$10,544.88	20% + BAL
State Review	\$15,000.00	\$12,000.00	80%	\$3,000.00	20% + BAL
Total Est. Cost Distribution	\$520,836.92	\$416,269.54	N/A	\$104,567.38	N/A

*Design ID# 8995-00-19 federal funding is limited to \$80,893.22.

*Construction ID# 8995-00-20 federal funding is limited to \$335,376.32.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and on behalf of: **City of Ashland** (please sign in blue ink.)

Name

Title

Date

Signed for and on behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved **2023-2026 STP-Urban program**. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.

- d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. Management consultant and state review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **2023-2026 STP-Urban program** improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state

and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following **2023-2026 STP-Urban program** project funding conditions:
 - a. **ID 8995-00-19:** Design is funded with 80% federal funding up to a funding limit of **\$80,893.22**, when the Municipality agrees to provide the remaining 20% [and any funds in excess of the **\$80,893.22** federal funding limit. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. **ID 8995-00-20: Construction:**
 - i. Costs for construction items are funded with 80% federal funding up to a funding limit of **\$335,376.32**, when the Municipality agrees to provide the remaining 100%, and any funds in excess of the **\$335,376.32** federal funding limit.
 - ii. Non-participating costs for construction items are funded 100% by the Municipality. Costs include construction delivery. **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

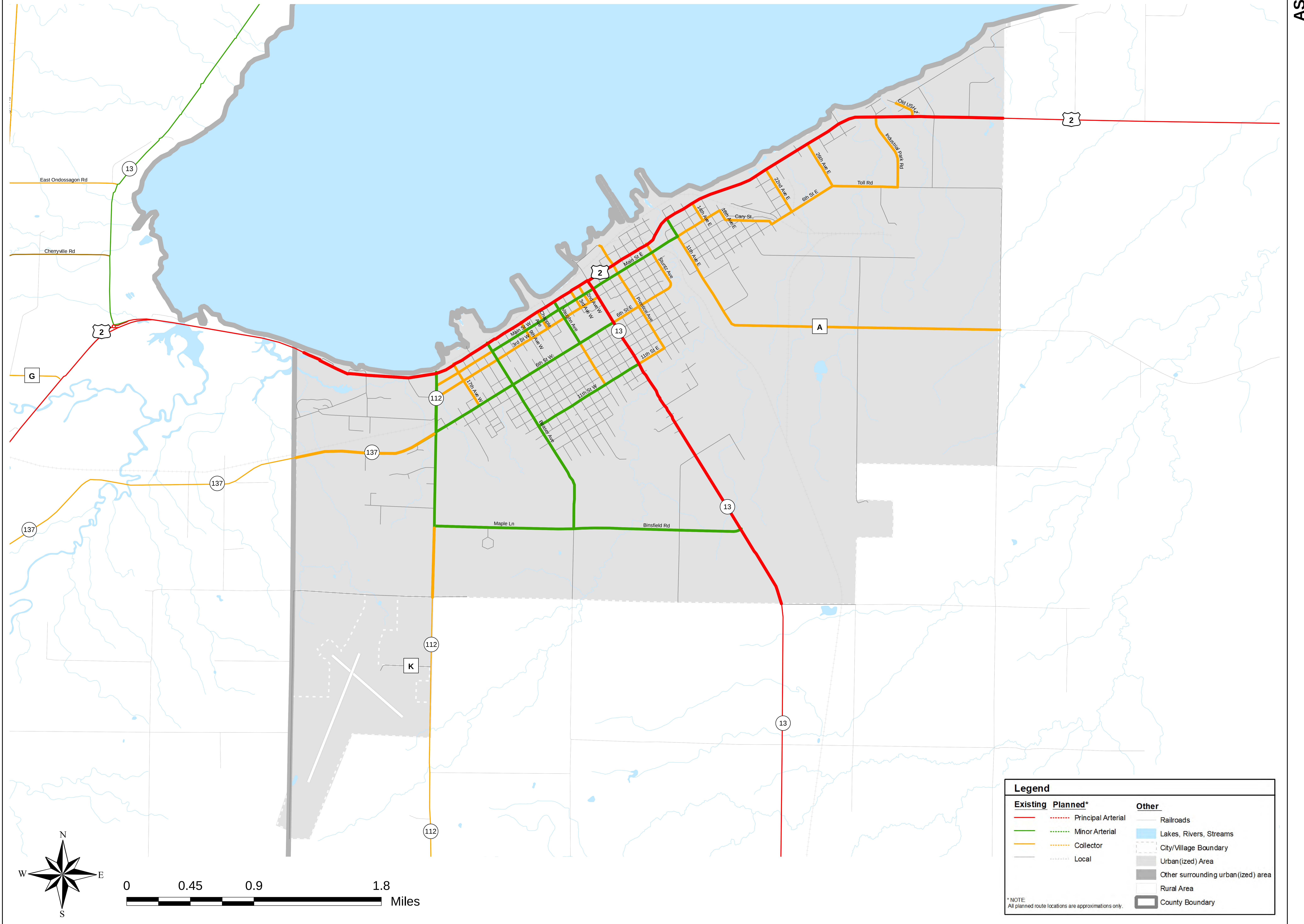
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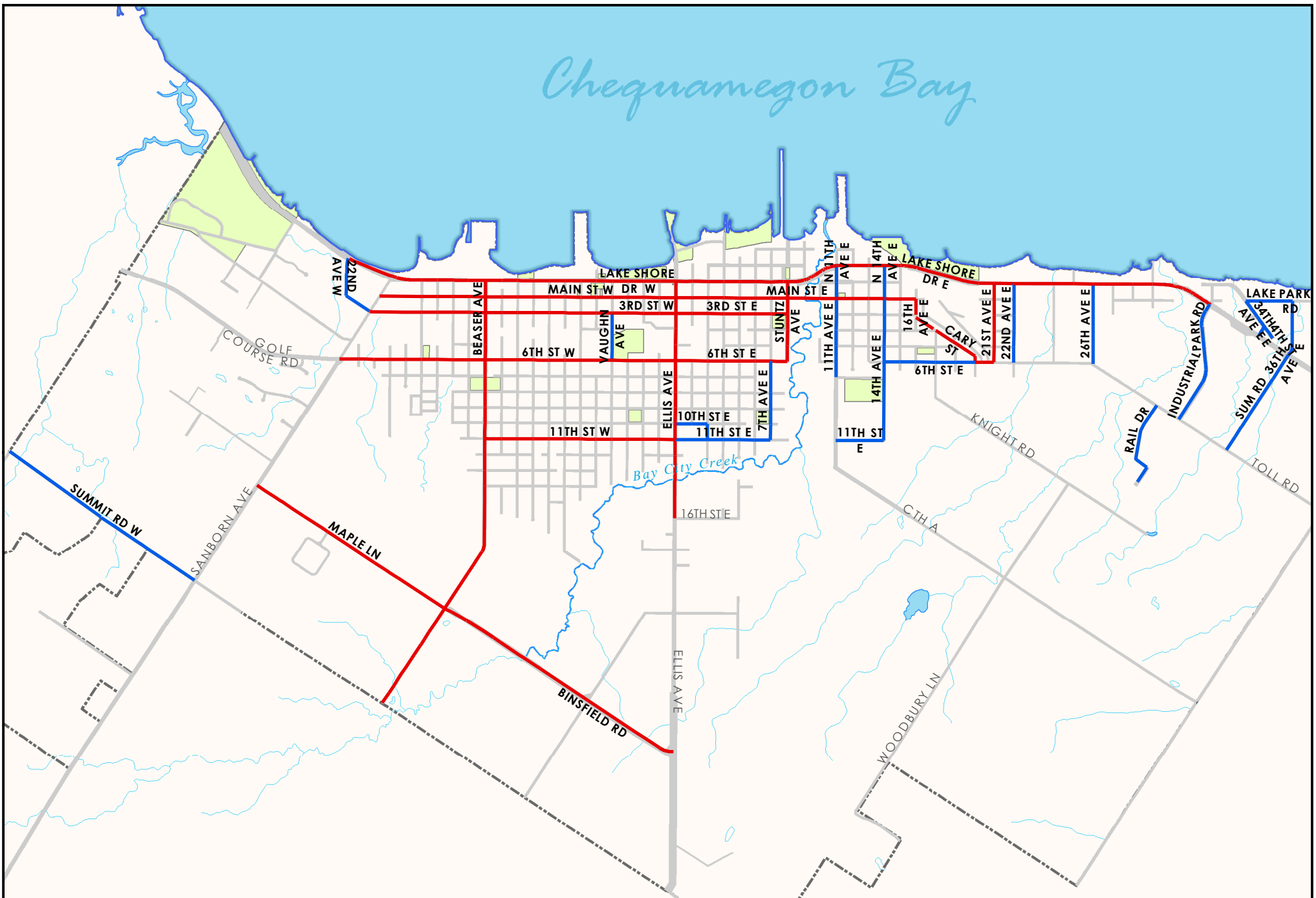
2022-2027 STP-URBAN 5,000 TO 20,000 PROGRAM

Region:		Route type		APPROVAL PROJECT LIST without costs	Project limits:
Entitlement holder:				Project title:	
NC	ONEIDA (CO, RHINELANDER UA) 43000	CTH P	RHINELANDER - USH 8		EISENHOWER PARKWAY TO FAUST LAKE RD
NC	RHINELANDER (C, ONEIDA CO, RHINELANDER UA) 43276	LOC STR	C RHINELANDER, COOLIDGE AVENUE		LINCOLN STREET TO TIMBER DRIVE
NC	MARSHFIELD (C, MULTI-COUNTY, MARSHFIELD - HEWITT UA) 71251	LOC STR	C MARSHFIELD, S VINE AVENUE		EAST 4TH STREET TO EAST 14TH STREET
NC	ANTIGO (C, LANGLADE CO, ANTIGO UA) 34201	LOC STR	C ANTIGO, 10TH AVENUE		WESTERN AVENUE TO EAST CITY LIMITS
NE	STURGEON BAY (C, DOOR CO, STURGEON BAY UA) 15281	CTH S	C STURGEON BAY, SOUTH DULUTH AVENUE		STH 42 TO DOOR CO SHERIFF DRIVEWAY
NE	MARINETTE (C, MARINETTE CO, MARINETTE UA) 38251	LOC STR	C MARINETTE, MADISON AVENUE		HALL AVENUE TO LEWIS STREET
NW	ASHLAND (C, ASHLAND CO, ASHLAND UA) 02201	LOC STR	C ASHLAND, 3RD STREET WEST		STH 112 TO STH 13
NW	ASHLAND (C, ASHLAND CO, ASHLAND UA) 02201	LOC STR	C ASHLAND, BEASER AVENUE		MAPLE LANE TO USH 2
NW	ASHLAND (C, ASHLAND CO, ASHLAND UA) 02201	LOC STR	C ASHLAND, CARY STREET		16TH AVE E TO 19TH AVE E
NW	ASHLAND (C, ASHLAND CO, ASHLAND UA) 02201	LOC STR	C ASHLAND, INDUSTRIAL PARK ROAD		TOLL RD TO USH 2
SE	WHITEWATER (C, MULTI-COUNTY, WHITEWATER UA) 64291	LOC STR	C WHITEWATER, WALWORTH AVE		W WALWORTH AVE TO S JANESVILLE ST
SW	OREGON (V, DANE CO, OREGON - BROOKLYN - FITCHBURG UA) 13165	LOC STR	VILLAGE OF OREGON, E LINCOLN STREET		N MAIN STREET TO S PERRY STREET
SW	TOMAH (C, MONROE CO, TOMAH UA) 41286	LOC STR	CITY OF TOMAH, N GLENDALE AVENUE		E WASHINGTON ST TO ARTHUR ST
SW	PLATTEVILLE (C, GRANT CO, PLATTEVILLE UA) 22271	LOC STR	CITY OF PLATTEVILLE, E MAIN STREET		STH 80 TO BROADWAY STREET
SW	PLATTEVILLE (C, GRANT CO, PLATTEVILLE UA) 22271	LOC STR	CITY OF PLATTEVILLE, CAMP STREET		LANCASTER STREET TO ELM STREET
SW	PRAIRIE DU CHIEN (C, CRAWFORD CO, PRAIRIE DU CHIEN UA) 12271	LOC STR	C PRAIRIE DU CHIEN, VINEYARD ROAD		HILLVIEW DRIVE TO HOFFLAND LANE
SW	COLUMBUS (C, COLUMBIA CO, COLUMBUS - FALL RIVER UA) 11211	LOC STR	CITY OF COLUMBUS, TOWER DRIVE		FAITH DRIVE TO CTH K

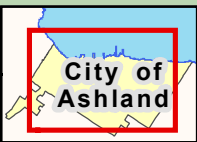
ASHLAND

Functional Classification - November 25, 2019





Index Map



Legend

Emergency Plow Routes

- Priority 1
- Priority 2

- City Boundary
- City Parks
- Open Water



Miles
0 0.5
1 inch equals 2,883 feet

Emergency Snow Plowing in the City of Ashland



City of Ashland Dept. of Public Works
**Geographic Information
Systems Division**
Created: January 20, 2008
Map for informational purposes only.



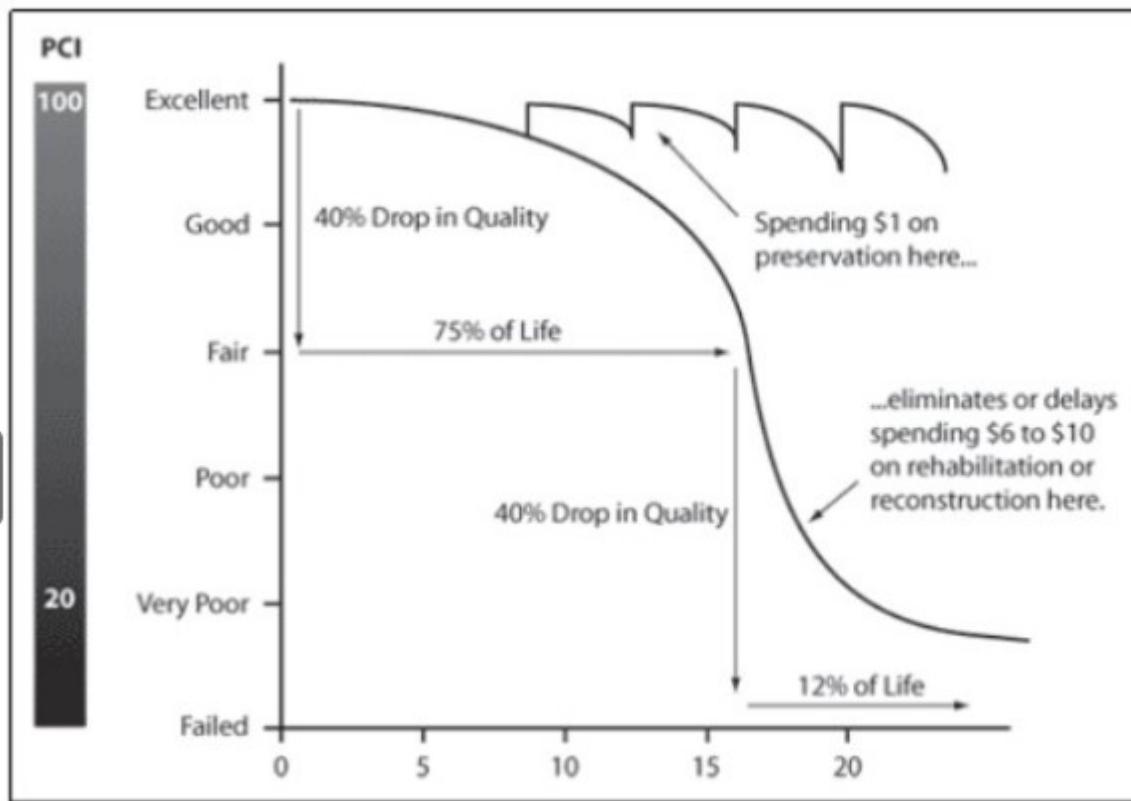


Figure 6 (from the Federal Highway Administration's Office of Asset Management, Pavements and Construction)

SUBJECT: Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the 3rd Street West Mill & Overlay Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator

EXHIBITS: 1. State/Municipal Agreement, 3rd Street West

EXPENDITURES REQUIRED:

	Total	City (20%)	DOT (80%)	
Design	\$124,270.00	\$24,854.00	\$99,416.00	2023
Construction	\$528,400.00	\$106,080.00	\$422,320.00	2024
Total Project	\$652,670.00	\$130,934.00	\$521,736.00	

Approval of City share of Design Costs (\$24,854.00) is requested for 2023.

AMOUNT BUDGETED: \$29,500 Fund 470 Streets, Sidewalk, Stormwater (2023 Budget- Design)

City share of construction costs (\$106,080) to be budgeted for in the future (2024 Budget-Construction) from Fund 470 Streets, Sidewalk, Stormwater.

APPROPRIATION REQUIRED: -\$0-

TREASURER'S CERTIFICATE: N/A

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The Wisconsin Department of Transportation (WI DOT) receives federal funds that are allocated throughout the state to construct improvements to certain roads eligible for federal aid. These funds are allocated through the WI DOT Surface Transportation Program (STP) and roads must meet certain criteria for functional classification in order to be eligible for STP funds.

Following congressional approval of the Bipartisan Infrastructure Law (BIL), the WI DOT STP received a significant increase in funds available. The City of Ashland submitted approximately \$13 million in STP

funding requests in May 2022. In Fall 2022, the City received notification of the award of approximately \$1.55 million in STP funds for the resurfacing (ie Mill & Overlay) of priority roads with the appropriate functional classification.

The City Council approved functional classification designations at their October 22, 2019 meeting. The approved resolution and the map of functionally classified roadways are attached. Beaser Avenue, 3rd Street West, Industrial Park Road, and Cary Street were prioritized for resurfacing based on their status as emergency snow plowing routes and staff assessment of ability to meet grant criteria.

Resurfacing offers a relatively low cost option to preserve the condition of these roads before more expensive reconstruction is necessary. This approach is commonly referred to as pavement preservation. These projects will not include replacement of any water, sewer or stormwater utilities or sidewalk.

The Public Works Department recommends approval of the December 18, 2022 SMA in order to utilize the grant funding and allow the project to be scheduled for 2024 construction.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP-Urban

Population Group: 5,000-20,000

Sub-program #: 206

Cycle: 2023-2026

Date: 12/18/2022

I.D.: 8995-00-17/18

Road Name: 3rd St West

Limits: STH 112 to STH 13

County: Ashland

Roadway Length: 1.36 mi

Functional Classification: Collector

Project Sponsor: City of Ashland

State Fiscal Year of Construction: 2024

State Fiscal Year of Design: 2023

The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **This roadway segment is in the city center of Ashland and often used to reroute traffic from USH 2 during city events. The existing facility is a two-lane urban cross-section with a Paser Value ranging from 4 to 6. It is exhibiting block cracking, potholes and edge raveling. Several curb sections are sunken or heaved causing water ponding. The roadway was last reconstructed in 1992 and resurfaced in 2006. Underlying utilities were replaced in 1992. Pavement width is 36' with curb and gutter. There is currently sidewalk on both sides of the street with no bicycle accommodations. The short period of closure time needed for a resurfacing would be much less disruptive to businesses and the public than the longer period of time needed for a reconstruction.**

Proposed Improvement - Nature of work: **The proposed improvement is a resurfacing with a 2" mill and placement of 2.25" of hot mix asphalt. Manhole castings, valve boxes and inlet protection will be reset. Pavement width will not change. Project length will be 1.36 miles. No right-of-way is expected to be acquired for this project.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**

The Municipality agrees to the following **2023-2026 STP-Urban** project funding conditions:

Project ID 8995-00-17/18 costs are funded with up to 80% federal funding up to a funding limit of \$521,736. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$521,736 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the

Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset date: **June 30, 2029**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$521,736 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8995-00-17					
Design	\$109,270	\$87,416	80%	\$21,854	20% + BAL
State Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
ID 8995-00-18					
Participating Construction	\$446,000	\$356,800	80%	\$89,200	20% + BAL
Non-Participating Construction	\$500	\$0	0%	\$500	100%
Construction Engineering	\$66,900	\$53,520	80%	\$13,380	20% + BAL
State Review	\$15,000	\$12,000	80%	\$3,000	20% + BAL
Total Est. Cost Distribution	\$652,670	\$521,736	N/A	\$130,934	N/A

*Design ID# 8995-00-17 federal funding is limited to \$99,416.

*Construction ID# 8995-00-18 federal funding is limited to \$422,320.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and on behalf of: **City of Ashland** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and on behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved **2023-2026 STP-Urban program**. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
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 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
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5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

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 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (WisDOT *Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following **2023-2026 STP-Urban program** project funding conditions:

- a. **ID 8995-00-17:** Design is funded with 80% federal funding up to a funding limit of **\$99,416**, when the Municipality agrees to provide the remaining 20% [and any funds in excess of the **\$99,416** federal funding limit. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. **ID 8995-00-18: Construction:**
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of **\$422,320**, when the Municipality agrees to provide the remaining 100%, and any funds in excess of the **\$422,320** federal funding limit.
 - ii. Non-participating costs for construction items are funded 100% by the Municipality. Costs include construction delivery. **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

SUBJECT: Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Cary Street Mill & Overlay Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator

EXHIBITS: 1. State/Municipal Agreement, Cary Street

EXPENDITURES REQUIRED:	Total	City (20%)	DOT (80%)	
Design	\$65,000.00	\$13,000.00	\$52,000.00	2023
Construction	\$186,180.00	\$37,636.00	\$148,544.00	2024
Total Project	\$251,180.00	\$50,636.00	\$200,544.00	

Approval of City share of Design Costs (\$13,000.00) is requested for 2023.

AMOUNT BUDGETED: -\$0- (2023 Budget- Design)

City share of construction costs (\$37,636) to be budgeted for in the future (2024 Budget-Construction) from Fund 470 Streets, Sidewalk, Stormwater.

APPROPRIATION REQUIRED: \$13,000- Fund 470 Streets, Sidewalk, Stormwater (Fund Balance, 2023 Budget- Design)

TREASURER'S CERTIFICATE: N/A

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The Wisconsin Department of Transportation (WI DOT) receives federal funds that are allocated throughout the state to construct improvements to certain roads eligible for federal aid. These funds are allocated through the WI DOT Surface Transportation Program (STP) and roads must meet certain criteria for functional classification in order to be eligible for STP funds.

Following congressional approval of the Bipartisan Infrastructure Law (BIL), the WI DOT STP received a significant increase in funds available. The City of Ashland submitted approximately \$13 million in STP funding requests in May 2022. In Fall 2022, the City received notification of the award of approximately \$1.55 million in STP funds for the resurfacing (ie Mill & Overlay) of priority roads with the appropriate

functional classification.

The City Council approved functional classification designations at their October 22, 2019 meeting. The approved resolution and the map of functionally classified roadways are attached. Beaser Avenue, 3rd Street West, Industrial Park Road, and Cary Street were prioritized for resurfacing based on their status as emergency snow plowing routes and staff assessment of ability to meet grant criteria.

Resurfacing offers a relatively low cost option to preserve the condition of these roads before more expensive reconstruction is necessary. This approach is commonly referred to as pavement preservation. These projects will not include replacement of any water, sewer or stormwater utilities or sidewalk.

The Public Works Department recommends approval of the December 18, 2022 SMA in order to utilize the grant funding and allow the project to be scheduled for 2024 construction. The Cary St project was mistakenly excluded from the 2023 budget and requires an appropriation of funds to proceed with the project.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP-Urban

Population Group: 5,000-20,000

Sub-program #: 206

Cycle: 2023-2026

Date: 12/18/2022

I.D.: 8995-00-21/22

Road Name: Cary Street

Limits: 16th Ave. E. to 19th Ave. E.

County: Ashland

Roadway Length: 0.3 mi

Functional Classification: Collector

Project Sponsor: City of Ashland

State Fiscal Year of Construction: 2024

State Fiscal Year of Design: 2023

The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **This roadway segment passes through a residential neighborhood and is important for local public transit including 20+ BART busses per day. The existing facility is a two-lane urban cross-section with a Paser Value ranging from 5 to 7. It is exhibiting surface raveling, transverse cracking, potholes and settlement. Excessive block cracking and secondary cracking are indicative of inadequate surface and has resulted in the City incurring extensive maintenance costs on this segment. The roadway was reconstructed in 2007 with underlying utilities replaced. Pavement width is 33' with curb and gutter. There is currently sidewalk on one side of the street with no bicycle accommodations. It is important to resurface this segment to maintain an adequate level of service and reduce maintenance costs.**

Proposed Improvement - Nature of work: **The proposed improvement is a resurfacing with a 2" mill and placement of a 2.25" layer of hot mix asphalt. Manhole castings, valve boxes and inlet protection will be reset. Pavement width will not change. Project length would be 0.3 miles. No right-of-way is expected to be acquired for this project.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**

The Municipality agrees to the following **2023-2026 STP-Urban** project funding conditions:

Project ID 8995-00-21/22 costs are funded with up to 80% federal funding up to a funding limit of \$200,544. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$200,544 federal funding

limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset date: **June 30, 2029**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$200,544 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8995-00-21					
Design	\$50,000.00	\$40,000.00	80%	\$10,000.00	20% + BAL
State Review	\$15,000.00	\$12,000.00	80%	\$3,000.00	20% + BAL
ID 8995-00-22					
Participating Construction	\$120,680.00	\$96,544.00	80%	\$24,136.00	20% + BAL
Non-Participating Construction	\$500.00	\$0.00	0%	\$500.00	100%
Construction Engineering	\$50,000.00	\$40,000.00	80%	\$10,000.00	20% + BAL
State Review	\$15,000.00	\$12,000.00	80%	\$3,000.00	20% + BAL
Total Est. Cost Distribution	\$251,180.00	\$200,544.00	N/A	\$50,636.00	N/A

*Design ID# 8995-00-21 federal funding is limited to \$52,000.

*Construction ID# 8995-00-22 federal funding is limited to \$148,544.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and on behalf of: **City of Ashland** (please sign in blue ink.)

Name	Title	Date
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Signed for and on behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved **2023-2026 STP-Urban program**. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. Management consultant and state review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **2023-2026 STP-Urban program** improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
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 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following **2023-2026 STP-Urban program** project funding conditions:

- a. **ID 8995-00-21:** Design is funded with 80% federal funding up to a funding limit of **\$52,000**, when the Municipality agrees to provide the remaining 20% [and any funds in excess of the **\$52,000** federal funding limit. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. **ID 8995-00-22: Construction:**
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of **\$148,544**, when the Municipality agrees to provide the remaining 100%, and any funds in excess of the **\$148,544** federal funding limit.
 - ii. Non-participating costs for construction items are funded 100% by the Municipality. Costs include construction delivery. **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

SUBJECT: Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Industrial Park Road Mill & Overlay Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator

EXHIBITS:

1.	State/Municipal Agreement, Industrial Park Road
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EXPENDITURES REQUIRED:				
	Total	City (20%)	DOT (80%)	
Design	\$108,405.56	\$21,681.00	\$86,724.56	2023
Construction	\$404,121.62	\$81,225.00	\$322,896.62	2024
Total Project	\$512,527.18	\$102,906.00	\$409,621.18	

Approval of City share of Design Costs (\$21,681.00) is requested for 2023.

AMOUNT BUDGETED: \$ 6,000.00 Fund 470 Streets, Sidewalk, Stormwater (2023 Budget- Design)
City share of construction costs (\$81,225) to be budgeted for in the future
(2024 Budget-Construction) from Fund 470 Streets, Sidewalk, Stormwater.

APPROPRIATION REQUIRED: \$13,422.00- Fund 470 Streets, Sidewalk, Stormwater (Savings from Beaser Ave & 3rd St W projects)
\$ 2,259.00- Fund 470 Streets, Sidewalk, Stormwater (Fund Balance)

TREASURER'S CERTIFICATE: N/A

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

The Wisconsin Department of Transportation (WI DOT) receives federal funds that are allocated throughout the state to construct improvements to certain roads eligible for federal aid. These funds are allocated through the WI DOT Surface Transportation Program (STP) and roads must meet certain criteria for functional classification in order to be eligible for STP funds.

Following congressional approval of the Bipartisan Infrastructure Law (BIL), the WI DOT STP received a significant increase in funds available. The City of Ashland submitted approximately \$13 million in STP funding requests in May 2022. In Fall 2022, the City received notification of the award of approximately \$1.55 million in STP funds for the resurfacing (ie Mill & Overlay) of priority roads with the appropriate

functional classification.

The City Council approved functional classification designations at their October 22, 2019 meeting. The approved resolution and the map of functionally classified roadways are attached. Beaser Avenue, 3rd Street West, Industrial Park Road, and Cary Street were prioritized for resurfacing based on their status as emergency snow plowing routes and staff assessment of ability to meet grant criteria.

Resurfacing offers a relatively low cost option to preserve the condition of these roads before more expensive reconstruction is necessary. This approach is commonly referred to as pavement preservation. These projects will not include replacement of any water, sewer or stormwater utilities or sidewalk.

The Public Works Department recommends approval of the December 18, 2022 SMA in order to utilize the grant funding and allow the project to be scheduled for 2024 construction.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP-Urban

Population Group: 5,000-20,000

Sub-program #: 206

Cycle: 2023-2026

Date: 12/18/2022

I.D.: 8995-00-23/24

Road Name: Industrial Park Road

Limits: Toll Road to USH 2

County: Ashland

Roadway Length: 0.55 mi

Functional Classification: Collector

Project Sponsor: City of Ashland

State Fiscal Year of Construction: 2024

State Fiscal Year of Design: 2023

The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **This roadway segment is a heavy industrial road that accesses the City Industrial Park. The existing facility is a two-lane rural cross-section with a Paser Value of 4. The road surface is experiencing raveling and stress cracks that can no longer be effectively sealed. The roadway was last resurfaced in 1997. Traveled way width is 24' with 6' gravel shoulders and no curb and gutter. There are currently no sidewalks or bicycle accommodations. It is important to the economy of the city to resurface this segment to allow continued use by heavy industrial traffic.**

Proposed Improvement - Nature of work: **The proposed improvement is a pavement replacement with the existing asphalt being pulverized and relayed, application of base aggregate and application of two layers of hot mix asphalt totaling 5". Manhole covers and water valves will be reset. The traveled way width will not change. Project length would be 0.3 miles. No right-of-way is expected to be acquired for this project.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**

The Municipality agrees to the following **2023-2026 STP-Urban** project funding conditions:

Project ID **8995-00-23/24** costs are funded with up to 80% federal funding up to a funding limit of **\$409,621.18**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$409,621.18** federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by

the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset date: **June 30, 2029**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of **\$409,621.18** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8995-00-23					
Design	\$93,405.70	\$74,724.56	80%	\$18,681.14	20% + BAL
State Review	\$15,000.00	\$12,000.00	80%	\$3,000.00	20% + BAL
ID 8995-00-24					
Participating Construction	\$337,931.11	\$270,344.88	80%	\$67,586.22	20% + BAL
Non-Participating Construction	\$500.00	\$0.00	0%	\$500.00	100%
Construction Engineering	\$50,689.67	\$40,551.74	80%	\$10,137.93	20% + BAL
State Review	\$15,000.00	\$12,000.00	80%	\$3,000.00	20% + BAL
Total Est. Cost Distribution	\$512,526.48	\$409,621.18	N/A	\$102,905.29	N/A

*Design ID# 8995-00-23 federal funding is limited to \$86,724.56.

*Construction ID# 8995-00-24 federal funding is limited to \$322,896.62.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.

Signed for and on behalf of: **City of Ashland** (please sign in blue ink.)

Name

Title

Date

Signed for and on behalf of the State:

Name

Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved **2023-2026 STP-Urban program**. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. Management consultant and state review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the **2023-2026 STP-Urban program** improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following **2023-2026 STP-Urban program** project funding conditions:
 - a. **ID 8995-00-23:** Design is funded with 80% federal funding up to a funding limit of **\$86,724.56**, when the Municipality agrees to provide the remaining 20% [and any funds in excess of the **\$86,724.56** federal funding limit. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. **ID 8995-00-24: Construction:**
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of **\$322,896.62**, when the Municipality agrees to provide the remaining 100%, and any funds in excess of the **\$322,896.62** federal funding limit.
 - ii. Non-participating costs for non-participating construction items are funded 100% by the Municipality. Costs include construction delivery. **A nominal amount (\$500) has been added for maintenance and repair of haul roads.**
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]