



Take notice that the City of Ashland Committee of the Whole will meet immediately following the adjournment of the City Council Meeting in the City Hall Council Chambers, 601 Main Street W. Ashland, WI, to consider and act upon the following agenda.

To attend the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

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

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

**Tuesday, September 10, 2024 Ashland Committee of the Whole Meeting
Agenda**

1. **Roll Call**
2. **Approval of Agenda**
3. **Council President's Report**
4. **Administrator's Report**
 - A. **Progress Update of 501 3rd Street West (Former Baron Radiator Site)**
5. **DISCUSSION & POSSIBLE ACTION ITEMS**
 - A. **Discussion and Possible Action Regarding Allowing the City of Ashland to Participate in the State of Wisconsin Local Government Investment Pool (Finance)**
 - B. **Discussion and Possible Action Regarding a Potential Agreement between the City of Ashland and the Towers of Wisconsin BTS, LLC to Lease City-Owned Parcel No. 201-05120-0210 for the Placement of Communications Facilities and Associated Access (Planning)**
 - C. **Discussion and Possible Action Regarding Wisconsin Department of Transportation (WI DOT) State Municipal Agreements for 11th Avenue East and 11th Street West Resurfacing Projects (Public Works)**
 - D. **Discussion and Possible Action on Capital Projects 460 - Public Works Equipment and USDA Grant Application (Public Works)**
 - E. **Discussion and Possible Action on Private Lead Service Lateral (LSL) Program (Public Works)**
 - F. **Discussion and Possible Action Regarding Wisconsin Department of Transportation Urban Area Boundary (Public Works)**

G. **Discussion and Possible Action on 2025/2026 Project for Upgrades to Sanitary Sewer Lift Stations** *(Public Works)*

H. **Discussion and Possible Action Regarding the Process of Scoring Local Roads for Potential Repair** *(Mayor)*

6. **Items for Future Discussion**

7. **Adjournment**

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Ref: 2024-192

**COMMITTEE AGENDA:
5.A. (9/10/2024)**

SUBJECT: Discussion and Possible Action Regarding Allowing the City of Ashland to Participate in the State of Wisconsin Local Government Investment Pool (*Finance*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Finance Director

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

The Local Government Investment Pool routinely offers both a higher interest rate and greater liquidity than the City's other available investment options.

SUBJECT: Discussion and Possible Action Regarding a Potential Agreement between the City of Ashland and the Towers of Wisconsin BTS, LLC to Lease City-Owned Parcel No. 201-05120-0210 for the Placement of Communications Facilities and Associated Access (*Planning*)

RECOMMENDATION: Approval and Referral to Full Council

DEPARTMENT OF ORIGIN: Planning and Development

CLEARANCES: City Administrator
City Attorney
Planning and Development Director

EXHIBITS:

1.	Site Maps
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COMPLIANCE WITH STRATEGIC PLAN: **Consistent, Reliable and Affordable High-Speed Internet:** The proposed lease agreement and construction of a communications facility on a portion of vacant City-owned parcel is consistent with the 2022-2026 City of Ashland Strategic Plan. The Strategic Plan includes a goal of consistent, reliable, and affordable high-speed internet. The subject property is currently unused and the proposed lease would allow a communications facility which would help expand cell service within the region. The Strategic Plan recommendations focus on information-gathering and recommendation for next steps to expand internet coverage. The proposed communication facility would help improve cell coverage within the city and region.

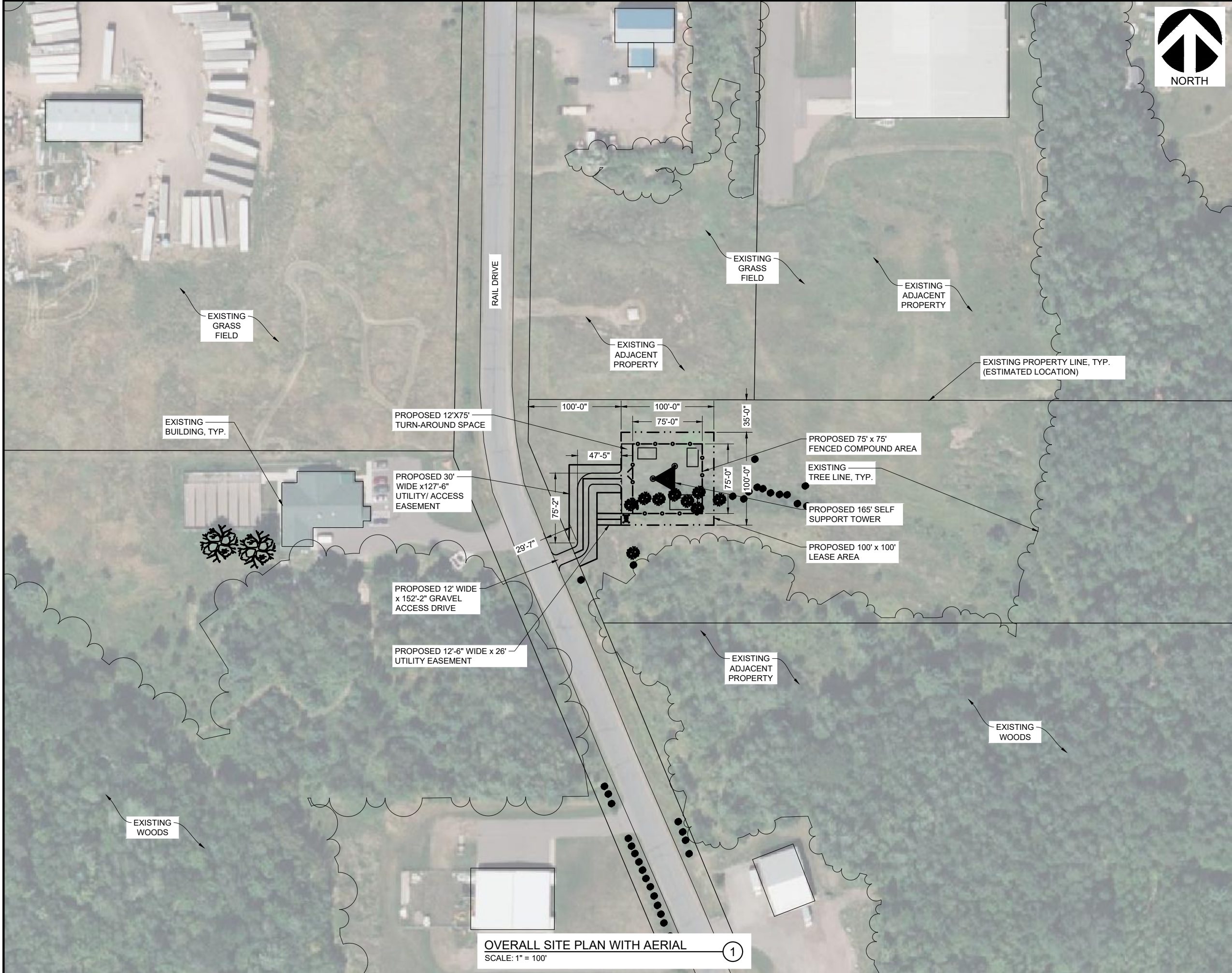
SUMMARY STATEMENT:

Ramaker is an architecture and engineering firm and Vertical Bridge is an owner and operator of communications infrastructure. Ramaker and Vertical Bridge approached City staff regarding the desire to expand cell service within Ashland and the surrounding area. They would like to lease a portion of City-owned parcel no. 201-05120-0210 for the placement of a communications facility. The facility would include a 165-foot tall antenna surrounded by a chain-link fence and associated drive access off of Rail Drive. The fenced in area would be 100 feet by 100 feet for a total of 10,000 square feet devoted to the facility. Vertical Bridge and

Ramaker worked with City staff and drafted an agreement which was reviewed by the City Attorney's office and the City Administrator. City staff are satisfied with the terms of the agreement and the initial lease term of five (5) years with nine (9) renewal options of five (5) years each. The lease agreement provides for the tenant to provide the City with a 120-day written notice if the tenant wishes to terminate the lease during the term of the lease. The initial rent would be \$800 per month with a revenue share fee of \$150 for each additional broadband carrier, if in the case of two (2) or more broadband carriers. If approved, Vertical Bridge and Ramaker will work with the City on any required zoning and building permits including the required Conditional Use Permit for a major telecommunications facility.

Staff have reviewed the draft agreement and Vertical Bridge has incorporated the City Attorney's recommendations into the agreement. City staff are in support of the cell equipment proposal and are of the opinion that the lease will allow for the use of a currently unused vacant City property. The 2022-2026 Strategic Plan includes a goal of consistent, reliable, and affordable high-speed internet. The Strategic Plan recommendations focus mostly on information-gathering and creation of recommendations to improve internet coverage, but the proposed lease and communications facility would help expand and improve cell coverage within the area, consistent with the Strategic Plan goal. Staff are of the opinion that a communications facility for the subject site is reasonable given the location in the industrial park and the unused, vacant nature of the property. Staff recommends Committee of the Whole approval and referral of the draft lease agreement to the full Council.

C:\Users\stevens\local settings\temp\Acpublish_11016\60500_Ashland Industrial-B_5000345027_LE Drawings_2024-05-08.dwg Printed by: staves on May 15, 2024 - 8:17am
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DRAWN BY: SLS CHECKED BY: SEW



OVERALL SITE PLAN WITH AERIAL ①
SCALE: 1" = 100'




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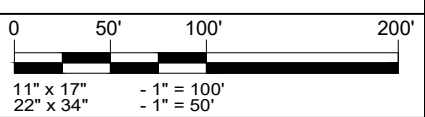
Certification & Seal:

MARK	DATE	DESCRIPTION
ISSUE	DATE	DATE
PHASE	LEASE EXHIBIT	ISSUED 05/15/2024

PROJECT TITLE:
**ASHLAND INDUSTRIAL-B
5000345027**

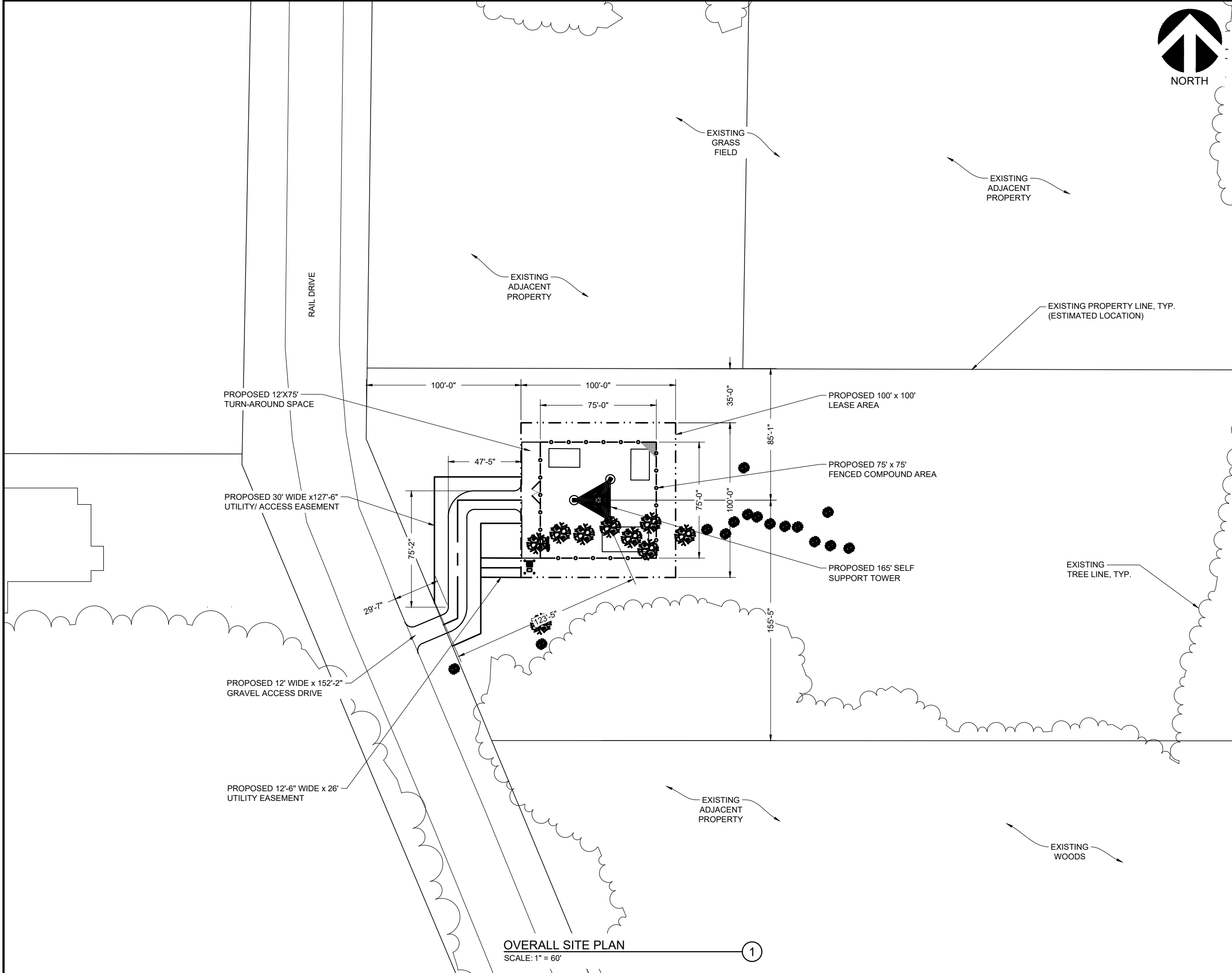
PROJECT INFORMATION:
EAST SIDE OF RAIL DR.
ASHLAND, WI 54806
ASHLAND COUNTY

SHEET TITLE:
**OVERALL SITE PLAN WITH
AERIAL**



PROJECT NUMBER	60500
SHEET NUMBER	A-1

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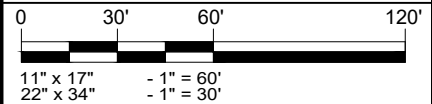
Certification & Seal:

MARK	DATE	DESCRIPTION
ISSUE	LEASE EXHIBIT	DATE ISSUED 05/15/2024
PHASE		
PROJECT TITLE:		

ASHLAND INDUSTRIAL-B
5000345027

PROJECT INFORMATION:
EAST SIDE OF RAIL DR.
ASHLAND, WI 54806
ASHLAND COUNTY

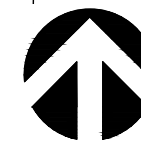
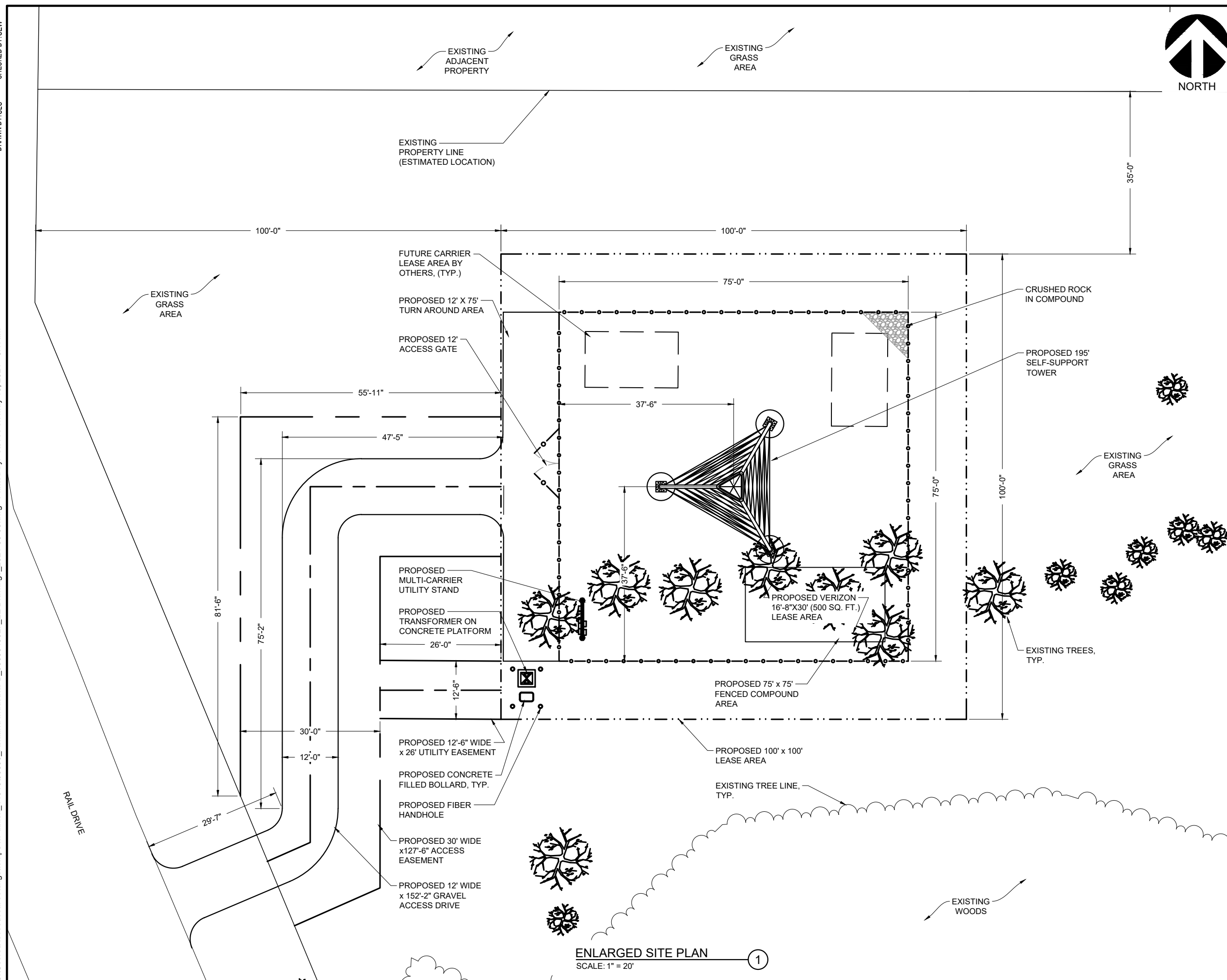
SHEET TITLE:
OVERALL SITE PLAN



PROJECT NUMBER	60500
SHEET NUMBER	A-2

OVERALL SITE PLAN
SCALE: 1" = 60'

1



NORTH



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Certification & Seal

MARK	DATE	DESCRIPTION
ISSUE PHASE	LEASE EXHIBIT	DATE ISSUED 05/15/2024

PHASE	---
PROJECT TITLE	

ASHLAND INDUSTRIAL-B
5000345027

PROJECT INFORMATION:
EAST SIDE OF RAIL DR.
ASHLAND, WI 54806
ASHLAND COUNTY

SHEET TITLE

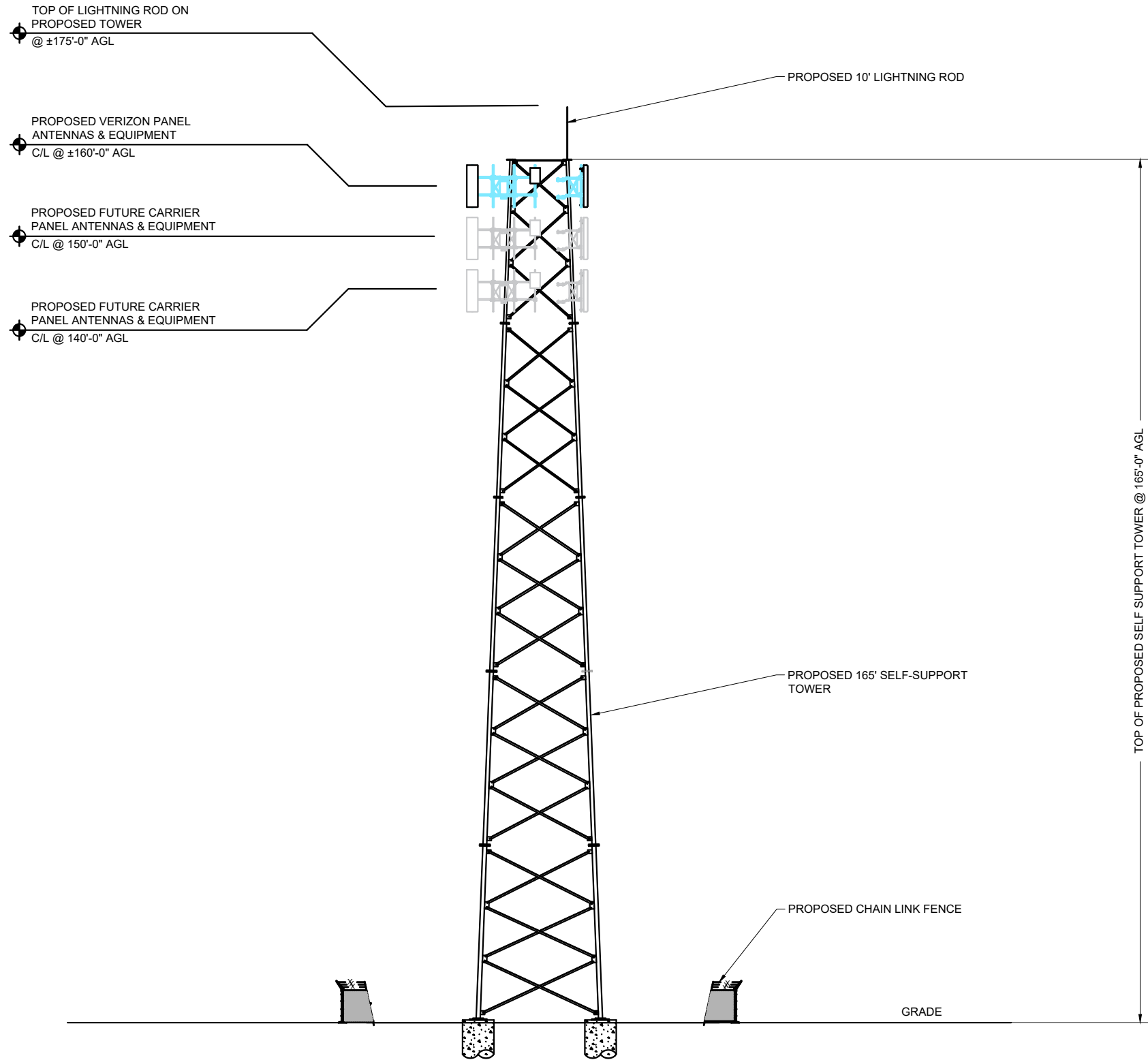
ENLARGED SITE PLAN



11" x 17"	- 1" = 20
22" x 34"	- 1" = 10

PROJECT NUMBER	60500
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SHEET NUMBER A-3



TOWER ELEVATION ①
SCALE: 1" = 25'



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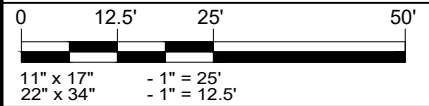
Certification & Seal:

MARK	DATE	DESCRIPTION
ISSUE PHASE	LEASE EXHIBIT	DATE ISSUED 05/15/2024

PROJECT TITLE:
**ASHLAND INDUSTRIAL-B
5000345027**

PROJECT INFORMATION:
EAST SIDE OF RAIL DR.
ASHLAND, WI 54806
ASHLAND COUNTY

SHEET TITLE:
TOWER ELEVATION



PROJECT NUMBER	60500
SHEET NUMBER	A-4

SUBJECT: Discussion and Possible Action Regarding Wisconsin Department of Transportation (WI DOT) State Municipal Agreements for 11th Avenue East and 11th Street West Resurfacing Projects (*Public Works*)

RECOMMENDATION: Forward to Council for Formal Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1.	WI DOT State/Municipal Agreement - 11th Avenue East
2.	WI DOT State/Municipal Agreement - 11th Street West

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE

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 \$1.05 million in STP funding requests in Fall 2023. In Spring 2024, the City received notification of award of approximately \$825,000 in STP funds for the resurfacing (ie Mill & Overlay) of priority roads with the appropriate functional classification. This represents a funding split of 80% WI DOT funds to 20% City funds.

Council approved functional classification designations at their October 22, 2019 meeting. The approved resolution and the map of functionally classified roadways are attached. 11th Avenue East and 11th Street West 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, commonly referred to as "pavement preservation". These projects will not include replacement of any water, sewer or stormwater

utilities or sidewalk. The resurfacing of 11th Street West will include the incorporation of bicycle lanes, which will require the elimination of parking on one side of the street.

The Public Works Department recommends approval of the July 9, 2024 State Municipal Agreements in order to utilize the grant funding and allow these projects to be scheduled. The 11th Avenue East project would be designed in 2027 and constructed in 2028, the 11th Street West project would be designed in 2029 and constructed in 2030.



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

Program Name: STP- Urban

Population Group: 5,000 to 20,000

Sub-program #: 206

Cycle: 2024-2029

Date: July 9, 2024

I.D.: 8995-00-27/28

Road Name: 11th Ave East

Limits: Pufall Drive to USH 2

County: Ashland

Roadway Length: 0.49 miles

Functional Classification: Major Collector

Project Sponsor: City of Ashland

State Fiscal Year of Design: 2025

State Fiscal Year of Construction: 2027

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: **The existing facility is a 2-lane urban cross section with asphalt pavement. The facility was last improved in 2012 and is in Fair-Good pavement condition with a pavement rating of 4-6 with surface raveling, severe cracking and settling. The shoulders are cub and gutter and there is sidewalk on both sides of the street and no bicycle accommodations. 11th Ave E serves commercial, industrial, residential, and recreational properties. The route is designated as a heavy traffic/truck route by the City of Ashland, is a Priority 2 emergency snowplow route, and is included on the City of Ashland Bike Plan Map.**

Proposed Improvement - Nature of work: **The proposed improvement is a 2,587-ft urban pavement resurfacing. The new pavement type will be hot mix asphalt. Bike lanes are proposed to be added.**

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: **Non-participating costs include maintenance and repair of haul roads.**

The Municipality agrees to the following 2024- 2029 STP-Urban project funding conditions:

Project ID **8995-00-27** design costs are funded with up to 80% federal funding up to a funding limit of **\$89,726.15**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$89,726.15** federal funding limit. Project ID **8995-00-28** construction costs are funded with up to 80% federal funding up to a funding limit of **\$264,183.96**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$264,183.96** 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 **2027**. Sunset date: **June 30, 2032**

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 **\$353,910.11** 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. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 8995-00-27*					
Design	\$ 97,157.69	\$ 77,726.15	80%	\$ 19,431.54	20% + BAL
State Review	\$ 15,000.00	\$ 12,000.00	80%	\$ 3,000.00	20% + BAL
<i>Project total</i>	\$ 112,157.69	\$ 89,726.15	MAX	\$ 22,431.54	
ID 8995-00-28**					
Participating Construction	\$ 274,113.00	\$ 219,290.40	80%	\$ 54,822.60	20% + BAL
Construction Engineering	\$ 41,116.95	\$ 32,893.56	80%	\$ 8,223.39	20% + BAL
Non-Participating Construction	\$ 500.00	\$ -	0%	\$ 500.00	100%
State Review	\$ 15,000.00	\$ 12,000.00	80%	\$ 3,000.00	20% + BAL
<i>Project total</i>	\$ 330,729.95	\$ 264,183.96	MAX	\$ 66,545.99	
Total Est. Cost Distribution	\$ 442,887.64	\$ 353,910.11	MAX	\$ 88,977.53	

*Design ID **8995-00-27** federal/state funding is limited to **\$89,726.15**.

Construction ID **8995-00-28 federal/state funding is limited to **\$264,183.96**.

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**

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 2024-2029 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 2024-2029 STP-Urban 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 2024-2029 STP 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 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 2024-2029 STP-Urban project funding conditions:
 - a. ID **8995-00-27**: Design is funded with 80% federal funding up to a funding limit of **\$89,726.15** when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$89,726.15** 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 **8995-00-28**: Construction:

- i. Costs for Participating Construction are funded with 80% federal funding up to a funding limit of **\$264,183.96** when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$264,183.96** federal funding limit.
- ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
- 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]



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

Program Name: STP- Urban

Population Group: 5,000 to 20,000

Sub-program #: 206

Cycle: 2024-2029

Date: July 30, 2024

I.D.: 8995-00-29/30

Road Name: 11th Street West

Limits: Beaser Ave to Ellis Ave

County: Ashland

Roadway Length: 0.84 miles

Functional Classification: Minor Arterial

Project Sponsor: City of Ashland

State Fiscal Year of Design: 2025

State Fiscal Year of Construction: 2029

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: **The existing facility is a 2-lane urban cross section with asphalt pavement. The facility was last improved in 2010 and is in good pavement condition with a pavement rating of 6-7 with significant cracking, edge settling, and depressions. The shoulders are curb and gutter and there is sidewalk on one side of the street and no bicycle accommodations. 11th Street W is a heavily used direct connection between STH 13 and Beaser Ave. The route is a main ambulance and school bus route. It is a Priority 1 snowplow Route and included in the Ashland Bike Plan Map.**

Proposed Improvement - Nature of work: **The proposed improvement is a 4,435-ft urban pavement resurfacing. The new pavement type will be hot mix asphalt. Bike lanes are proposed to be added. Curb ramps will be updated to be ADA compliant.**

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: **Non-participating costs include maintenance and repair of haul roads.**

The Municipality agrees to the following 2024- 2029 STP-Urban project funding conditions:

Project ID **8995-00-29** design costs are funded with up to 80% federal funding up to a funding limit of **\$93,455.45**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$93,455.45** federal funding limit. Project ID **8995-00-30** construction costs are funded with up to 80% federal funding up to a funding limit of **\$394,341.88**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$394,341.88** 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 **2029**. Sunset date: **June 30, 2034**

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 **\$487,797.33** 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. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 8995-00-29*					
Design	\$ 101,819.31	\$ 81,455.45	80%	\$ 20,363.86	20% + BAL
State Review	\$ 15,000.00	\$ 12,000.00	80%	\$ 3,000.00	20% + BAL
<i>Project total</i>	\$ 116,819.31	\$ 93,455.45	MAX	\$ 23,363.86	
ID 8995-00-30**					
Participating Construction	\$ 415,589.00	\$ 332,471.20	80%	\$ 83,117.80	20% + BAL
Construction Engineering	\$ 62,338.35	\$ 49,870.68	80%	\$ 12,467.67	20% + BAL
Non-Participating Construction	\$ 500.00	\$ -	0%	\$ 500.00	100%
State Review	\$ 15,000.00	\$ 12,000.00	80%	\$ 3,000.00	20% + BAL
<i>Project total</i>	\$ 493,427.35	\$ 394,341.88	MAX	\$ 99,085.47	
Total Est. Cost Distribution	\$ 610,246.66	\$ 487,797.33	MAX	\$ 122,449.33	

*Design ID **8995-00-29** federal/state funding is limited to **\$93,455.45**.

Construction ID **8995-00-30 federal/state funding is limited to **\$394,341.88**.

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**

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 2024-2029 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 2024-2029 STP-Urban 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 2024-2029 STP 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 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 2024-2029 STP-Urban project funding conditions:
 - a. ID **8995-00-29**: Design is funded with 80% federal funding up to a funding limit of **\$93,455.45** when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$93,455.45** 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 **8995-00-30**: Construction:

- i. Costs for Participating Construction are funded with 80% federal funding up to a funding limit of **\$394,341.88** when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$394,341.88** federal funding limit.
- ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
- 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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SUBJECT: Discussion and Possible Action on Capital Projects 460 - Public Works
Equipment and USDA Grant Application (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1.	Patrol Truck
2.	Wheel Loader

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE

SUMMARY STATEMENT:

The Public Works Department has been engaged in planning, prioritization, and financing heavy equipment for several years. In recent years, the City has made significant investment in fleet modernization, including replacement of the street sweeper, motor grader, and two front end wheel loaders.

Staff uses evaluation criteria including age, running hours and recommended useful lifetimes to prioritize heavy equipment assets for replacement.

Current efforts have identified a highway plow and salt/sand truck and a front end wheel loader as the Department's priorities. The highway plow truck is used to maintain highways and priority City streets during the winter, including both snow removal and ice control measures. The truck was constructed in 2006 and has 7,500 running hours. The recommended useful lifetime for this type of asset is fifteen years and/or 9,000 running hours and the department extended its lifetime via renovation in 2017. While the running hours are under the recommended useful lifetime, a combination of age and materials used in its construction have made the highway plow truck very susceptible to rust, elevating the priority for replacement.

The front end wheel loader is used for snow removal on city streets and alleyways during the winter and a variety of maintenance and construction activities in the summer. The loader was constructed in 1996 and has 6,755 running hours. The recommended useful lifetime for this type of asset is fifteen years and/or 6,000 running hours. The wheel loader is a priority for replacement due to both age and running hours.

The Public Works Director has identified a United States Department of Agriculture (USDA) program that funds municipal equipment and building facility needs. The USDA terms include the possibility of a grant allocation up to \$50,000, a ten-year loan term and subsidized interest rates. The Department would like to submit an application to this program for approximately \$500,000 to replace both the highway plow truck and front end wheel loader. Depending on financial terms and conditions offered by the USDA, fund balance from Capital Fund 460 Public Works Equipment would be used to ensure that annual payments are around \$50K. The City Administrator has indicated that this amount is sustainable from a City financial perspective for the ten-year loan duration.

Staff is requesting City Council approval of the USDA grant application to allow the Department to complete the submission as part of the 2025 City budget.

2006 Patrol Truck



2006 Patrol Truck-
rust on plow hitch



1996 Wheel Loader





SUBJECT: Discussion and Possible Action on Private Lead Service Lateral (LSL)
Program (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1.	Municipal Law Newsletter, March/April 2024: New Option for Obtaining Money for Private Lead Service Line Replacement Funding
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COMPLIANCE WITH STRATEGIC PLAN: Infrastructure

SUMMARY STATEMENT:

As discussed at the April 16th, 2024 Committee of the Whole meeting, the City continues to prioritize replacement of private lead service laterals (LSLs) and these efforts have become more proactive and better organized following the creation and filling of the Civil Engineer - Utilities position with the hire of Madison Krzciok.

The 2023/2024 Water Meter System upgrade project provided the opportunity for inventory of water service line material for all connections to the water system. Staff are currently working to update City records based on this information in order to provide clarity on the location of all remaining LSLs in the City. This information will be used to complete a lead service lateral inventory mandated by the Environmental Protection Agency (EPA).

The EPA is also requiring that all LSLs be replaced by 2034. As discussed previously, the Wisconsin Department of Natural Resources (WI DNR) made changes to funding made available to the City for private LSL replacement following implementation of the Bipartisan Infrastructure Law (BIL). These changes have made it uncertain as to whether or not grant funds will be made available for 100% of construction costs. To address this, staff is completing only minimal LSL replacement in 2024 and has already applied for funding for 2025 projects (Ellis Avenue, Chapple Avenue, Lower Willis) so that the availability of grant funds will be known prior to construction. Staff will continue to apply for LSL funding two to three years in advance so that this approach can be maintained.

Due to the EPA mandate, staff feels it is unlikely that the DNR will continue to fund LSL

replacements at 100% of construction costs, meaning that the property owners would be responsible for a portion of the costs. Recent legislative changes, as described in the attached article, have made it possible for municipalities to administer a loan program without Public Service Commission (PSC) oversight. These changes were proposed by advocates for public water systems because PSC oversight generally complicates the process and makes it more costly.

As described in the article, the City would need to establish a loan program administered by the City, not the Water Utility, in order to offer loans for the property owner's share of the cost of private LSL replacement. The DNR will allow the City to use revenues collected from the property owners to repay a DNR loan. It is anticipated that the DNR will offer principal forgiveness on a portion of this loan given Ashland's status as a disadvantaged community. This loan program would be structured exactly like special assessments, with up to 10 yr for repayment along with low interest (4% or less).

This item is being presented to the Council as staff would like to proceed with establishing the loan program for potential use in Winter 2025, after the DNR releases details on the allocation of funding. If DNR funding is not provided as 100% principal forgiveness, staff would propose repayment of the property owner's share via the loan program. This program would then be available for us in future years, as private LSL replacement is anticipated to be ongoing on an annual basis for approximately the next decade.

DNR's Regulation of "Emerging Contaminants" are Invalid

Continued from front page

emerging contaminants at properties already enrolled in the VPLE program. The DNR also explained that its interim decision was to offer only partial COCs for the individual hazardous substances investigated as part of the VPLE program instead of offering general COCs which provide complete liability exemption for all hazardous substances, whether investigated as part of the VPLE or not.

In 2020, the DNR required LRI to test for and create a remediation plan that included PFAS because PFAS contamination has historically been linked to dry cleaning businesses. In 2021, LRI withdrew from the VPLE program after attempting to satisfy the requirements for sometime and filed a Complaint alleging that the DNR's policies regarding "emerging contaminants" were invalid unpromulgated rules that did not comply with Wis. Stat. ch. 227.

Applying the framework set out in *Citizens for Sensible Zoning, Inc. v. DNR*, 90 Wis. 2d 804, 280 N.W.2d 702 (1979), the court of appeals, like the circuit court before it, determined that there were three DNR policies that were in fact invalid unpromulgated rules. The first unpromulgated rule was the DNR's determination that "emerging contaminants" like PFAS fall under the definition of "hazardous materials" under the Spills Law. The second unpromulgated rule was the DNR's regulation/enforcement of "any standard, requirement, or threshold related to emerging contaminants, including PFAS, in the . . . VPLE programs." And the third unpromulgated rule was the DNR's interim decision indicating it would only issue partial COCs for VPLE program participants.

There is no dispute that the DNR did not go through the rulemaking process when issuing these three policies. As such, the holding that these three policies qualify as "rules" disposes of the case in WMC and LRI's favor.

The court of appeals decision was not unanimous. Judge Neubauer, dissenting, would have held that none of the three policies listed are rules, but rather constitute guidance documents merely informing the public of what the Spills Law already requires and allows.

With a request for review by the Wisconsin Supreme Court imminent, it seems likely that this issue will remain unsettled for a while longer. For now, under the stayed decisions, the DNR continues to regulate PFAS and other "emerging contaminants" as "hazardous substances" under the Spills Law. However, the DNR indicated by affidavit submitted in the case, that it has reversed course and plans to issue general COCs to sites currently in the VPLE program upon completion of remaining remediation requirements. Stay tuned for further updates.

—Liz Leonard

New Option for Obtaining Money for Private Lead Service Line Replacement Funding

Money is available from the Safe Drinking Water Revolving Loan Program ("SDWLP") to assist with the replacement of private lead service lines. A municipality may receive SDWLP funds as a loan or as principal forgiveness or as a combination, depending on eligibility.

A municipality receiving SDWLP funds as a loan must provide security for the loan. Security may be provided as a general obligation pledge or a revenue pledge. Typically, a revenue pledge is provided from a municipality's water utility charges. However, Public Service Commission approval under Wis. Stat. § 196.372 is needed to provide a revenue pledge based on water utility revenues.

Municipalities now have another option for providing a revenue pledge to secure a SDWLP loan to fund private lead service lines replacements.

Wisconsin Statute § 66.0627(8)(ag) permits a municipality to establish a loan program for property owners to replace private lead service lines. Going forward, the Wisconsin Department of Natural Resources and the Wisconsin Department of Administration will accept a municipality's pledge of these loan repayments as security for the SDWLP loan.

A municipality is authorized to collect loan repayments under Wis. Stat. § 66.0627(8)(ag) by placing a special charge on the property owner's tax bill. Special charges are then collected like taxes.

In order to use this alternative, a municipality should adopt an ordinance establishing a loan program under Wis. Stat. § 66.0627(8)(ag). It is important that this loan program be established and administered by the municipality, not the water utility. Because this is a municipal program and water utility funds will not be used, Public Service Commission approval is not required for this alternative.

A municipality may provide a property owner with a grant to cover a portion of the cost to replace their private lead service line and a loan to cover the remainder of the costs. Any grant funding can originate from awarded SDWLP principal forgiveness, or from other municipal funds.

A loan agreement between the municipality and the property owner should set forth the amount of

Continued on page 3

Seventh Circuit Rules that the City of Madison's Physical Abilities Test did not Violate Title VII

Municipal employers should be aware of a recent ruling which is favorable to municipalities that use physical abilities tests to screen applicants for first responder positions. The case arose under Title VII, which is a federal statute that forbids public and private employers from enacting policies and practices that have the effect of discriminating more against one protected group than another. These are called disparate impact claims, and they can be a cause for concern for unwary employers because they do not require an employer to have intended to discriminate. Disparate impact claims focus on the *effect* of a practice rather than its *purpose*.

Title VII disparate impact claims are also unique because of the method of proof that is used. These claims generally progress in a three-stage burden shifting framework. At stage one, a plaintiff has the initial burden of demonstrating that a policy or practice has a disparate impact on a protected group. This is often done through statistical analysis. At stage two, the burden then shifts to the employer to demonstrate that the challenged policy/practice is job-related and consistent with business necessity. If the employer meets this second-stage burden, then the burden shifts back to the plaintiff to show that there is an alternative practice that is less discriminatory and can meet the employer's legitimate needs.

Recently, the Seventh Circuit affirmed a district court's ruling that the physical abilities test used by the City of Madison's fire department did not violate Title VII. In *Erdman v. City of Madison*, 91 F.4th 465 (7th Cir. 2024), a female firefighter applicant challenged the City's test on the grounds that it disproportionately screened out female candidates as opposed to male candidates. The plaintiff was screened out during the physical abilities test for failing to meet the required scores.

On review of the evidence, the district court concluded that the plaintiff had met her stage one burden and found that the test had a disparate impact on women. However, the court also concluded that despite this disparate impact, the test was job-related and consistent with business necessity and so the City met its burden at stage two. Thus, the case came down to stage three and whether the plaintiff could show that there was an alternative test that the City of Madison could have used that was less discriminatory and that met its needs. The district court and Seventh Circuit both ruled in favor of the City on this stage three issue.

At stage three, the plaintiff had attempted to argue

that an alternative test called the Candidate Physical Abilities Test ("CPAT") would have been just as good as the City's test and would have met its needs. However, the City countered by pointing to substantial evidence that the City's test had been tailored to the City of Madison's needs and was developed to simulate the tasks that a firefighter in Madison would specifically be expected to perform, unlike the CPAT. As a result, both the district court and Seventh Circuit were persuaded that the City's own test was lawful. It also bears noting that in its opinion, the Seventh Circuit acknowledged that even using the City's own test, the City of Madison has a higher-than-average rate of maintaining female firefighters — 10-14% — as compared to the national average of 4%.

Disparate impact claims are challenging and complicated. It is therefore important for employers to be wary of policies and practices which may have the effect of discriminating even if their purpose is neutral and legitimate on their faces. We encourage municipal employers to reach out to a member of the Municipal Law Practice Group with questions.

Storm B. Larson

New Option for Obtaining Money for Private Lead Service Line Replacement Funding

Continued from page 2

the loan, the interest rate (not to exceed 4%), the length of the term (not to exceed 10 years), and collection of loan repayments as a special charge on the property owner's tax bill.

The municipality will use the loan repayments from property owners to pay off the municipality's SDWLP loan for private lead service line replacements. Stated another way, the source of repayment pledged to the municipality's SDWLP loan will be the revenues of the municipality's loan program (that is, the loan repayments received from property owners).

For more information about this option, contact DNR LSL program questions to Becky Scott, Environmental Loans Section Manager, at: Rebecca.scott@wisconsin.gov.

—Lawrie J. Kobza

SUBJECT: Discussion and Possible Action Regarding Wisconsin Department of Transportation Urban Area Boundary (Public Works)

RECOMMENDATION: Discussion and Possible Action

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1.	DRAFT Ashland Urban Area Map
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COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE

SUMMARY STATEMENT:

At the July 9, 2024 meeting, the Public Works Director introduced proposed changes to the City's Urban Area Boundary (UAB). At the request of the Council, the Public Works Director and Planning Director had a conference call with Wisconsin Department of Transportation (WI DOT) staff to clarify the intent, scope and implications of the proposed changes.

WI DOT staff clarified that the UAB is solely used by the WI DOT and Federal Highway Administration (FHWA) to determine eligibility for grants related to street improvements. The City actively participates in these WI DOT grant programs, specifically the Surface Transportation Program (STP). Many of the City streets that are eligible for STP funding are part of the roadway transportation network beyond the City limits and are managed by multiple jurisdictions, such as Beaser Avenue or 11th Avenue East.

The UAB is simply used to establish the boundaries of the City for the purpose of delineating what portions of these types of streets that the City would be eligible to receive funding for versus the other jurisdictions.

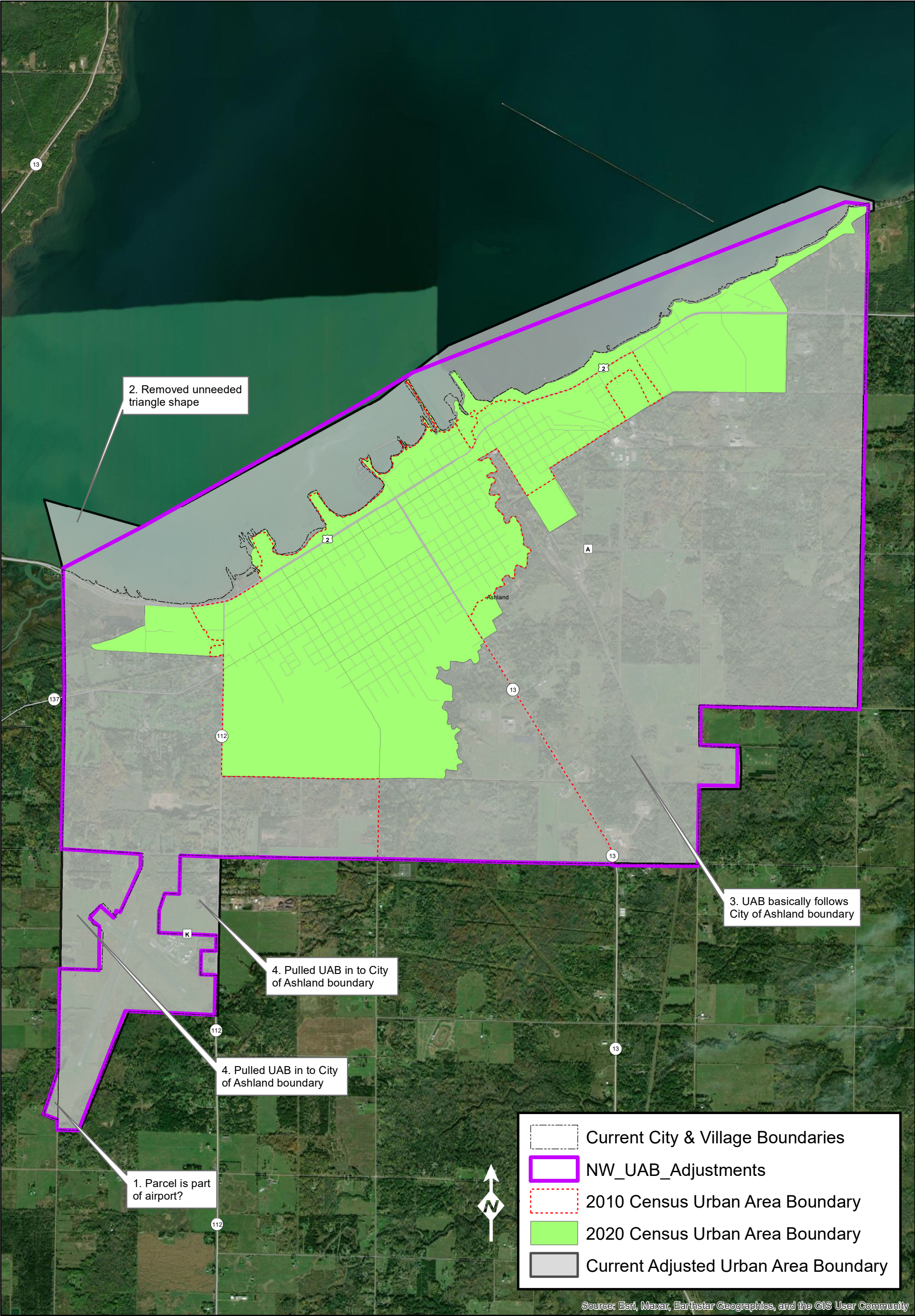
The previous UAB included some irregularities: specific portions of Chequamegon Bay being included and the exclusion of the John F. Kennedy Memorial Airport, as shown in the attached map. The WI DOT is requesting City approval of a revised UAB by Council resolution, which is needed to allow the City to remain eligible for the grant program.

The Public Works Director is requesting Council recommendation of the revised UAB for approval by resolution at a future Council meeting.

Ashland Urban Area

(Adjusted Urban Area Boundary)

DRAFT



Ref: 2024-201

**COMMITTEE AGENDA:
5.G. (9/10/2024)**

SUBJECT: Discussion and Possible Action on 2025/2026 Project for Upgrades to Sanitary Sewer Lift Stations (*Public Works*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1.	2020-2024 Sewer Collection Projects
2.	Sewer Main Annual Renewal Rate

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE

SUMMARY STATEMENT:

The Wastewater Utility has been focusing heavily on collection system repairs over the past five years in response to sewer system overflows resulting from excessive infiltration and inflow (I&I). Analysis of performance indicators from this work shows success, both in addressing years of deferred maintenance and mitigating sewer overflows. Despite heavy rainfall in spring 2024, the system avoided any overflows and has only experienced one overflow since March 2020, which occurred as a result of snow melt following the record-setting winter of 2022/2023. The attached summary of projects and graph illustrate these efforts.

As previously presented to Council, the City has been working with Short Elliot Hendrickson (SEH) to evaluate the wastewater treatment plant (WWTP) and associated pumping facilities to prioritize other long term needs. Staff and SEH have developed a long-term WWTP upgrade project that will be evaluated for potential grant opportunities.

However, these efforts have indicated that upgrades to sewer pumping facilities (ie lift stations) are a priority in the near term.

The Main Lift Station is located along the waterfront trail near 11th Avenue East. This facility is responsible for conveyance of approximately 80% of sewage to the WWTP on an annual basis. This is by design, as the City's WWTP was relocated from the waterfront in 1991. The Main Lift Station has six pumps which are used during high flow events to prevent sewer overflows. Four of these pumps are original from the 1991 construction and lack modern pump starting equipment which can reduce electrical demand and extend the useful lifetimes of the pumps. Due to the criticality of these pumps, proactive replacement is recommended to avoid

pump failure. These pumps are quite large and require electrical and mechanical modifications to install, and the project is expected to cost over \$1 million.

The Turner Road Lift Station is located near the junction of US2 and Turner Road and is a much smaller facility responsible for conveyance of sewage at the west end of the city. The Turner Road lift station was constructed in 1982 and aside from pump replacement in 2017, most components are original. The lift station is typical in that pumps are housed in a "dry well" while sewage is stored in a "wet well". With submersible pump technology, most lift stations simply use a wet well to provide more storage and prevent overflows. In addition, the wet well is severely cracked and allows a significant amount of I&I to enter the system due to a high groundwater table in the area. The 2017 Master Plan for the Wastewater Utility recommends the Turner Road Lift Station for complete replacement. Due to the smaller size, replacement of this lift station is expected to cost around \$550,000.

Staff is proposing to move forward with a Lift Station Upgrades project for 2025 construction and is currently negotiating an agreement with SEH to provide technical design and other services. Staff do not feel that the Lift Station Upgrades project can be deferred as with the WWTP Upgrades. The project is proposed to be funded by a combination of equipment replacement funds, Wisconsin Department of Natural Resources grant/loan funds, and/or revenue bonds. The Public Works Committee recently recommended increases to fees charged for bulk treatment related to septic/holding tanks. These increases will be presented to the Council via the 2025 budget and are expected to provide sufficient additional revenue for debt service on the Lift Station Upgrades project.

This item is being presented for Council awareness prior to presenting an agreement with SEH to advance the project.

2020 – 2024 SEWER COLLECTION PROJECTS

Blocks Replaced	33
Blocks Rehab'd	190
Total Blocks Improved	223
City Funds Spent (cash)	\$1.8 million
City Funds Spent (loan)	\$4.5 million
Grant Funds Spent	\$2.6 million
Total Funds	\$8.9 million

2020 Sewer Replacement

- 7 blocks of sewer main replacement
- \$392K City funded (cash)
- Completed Fall 2020

2020 Sewer Rehab Cure In Place Pipe (CIPP)

- 25 blocks of sewer main rehab
- \$609K City funded (cash)
- completed Spring 2020

Waterfront Access Road

- 3 blocks sewer main replacement
- \$155K City funded (cash)
- Completed Summer 2021

Alley Sanitary Sewer Replacement

- 3 blocks sewer main replacement
- \$370K City funded (cash)
- Completed Summer 2023

2021 CIPP

- 56 blocks of sewer main rehab
- \$750K DNR funding (grant), \$623K City funded (30 yr loan @ 0.97%)
- Completed Summer 2021

6th St E Reconstruction

- 6 blocks of sewer main replacements
- \$215K CDGB funding (grant), \$273K City funded (cash)
- Completed Summer 2022

2022 Sanitary Sewer Replacement

- 6 blocks of sewer main replacements
- \$338K DNR funding (grant), \$900K City funded (30 yr loan @ 0.97%)
- Completed Fall 2022

2020 – 2024 SEWER COLLECTION PROJECTS

2022 CIPP

- 66 blocks of sewer main rehab
- \$412K DNR funding (grant), \$956K City funded (30 yr loan @ 1.353%)
- Completed Fall 2022

2023 CIPP

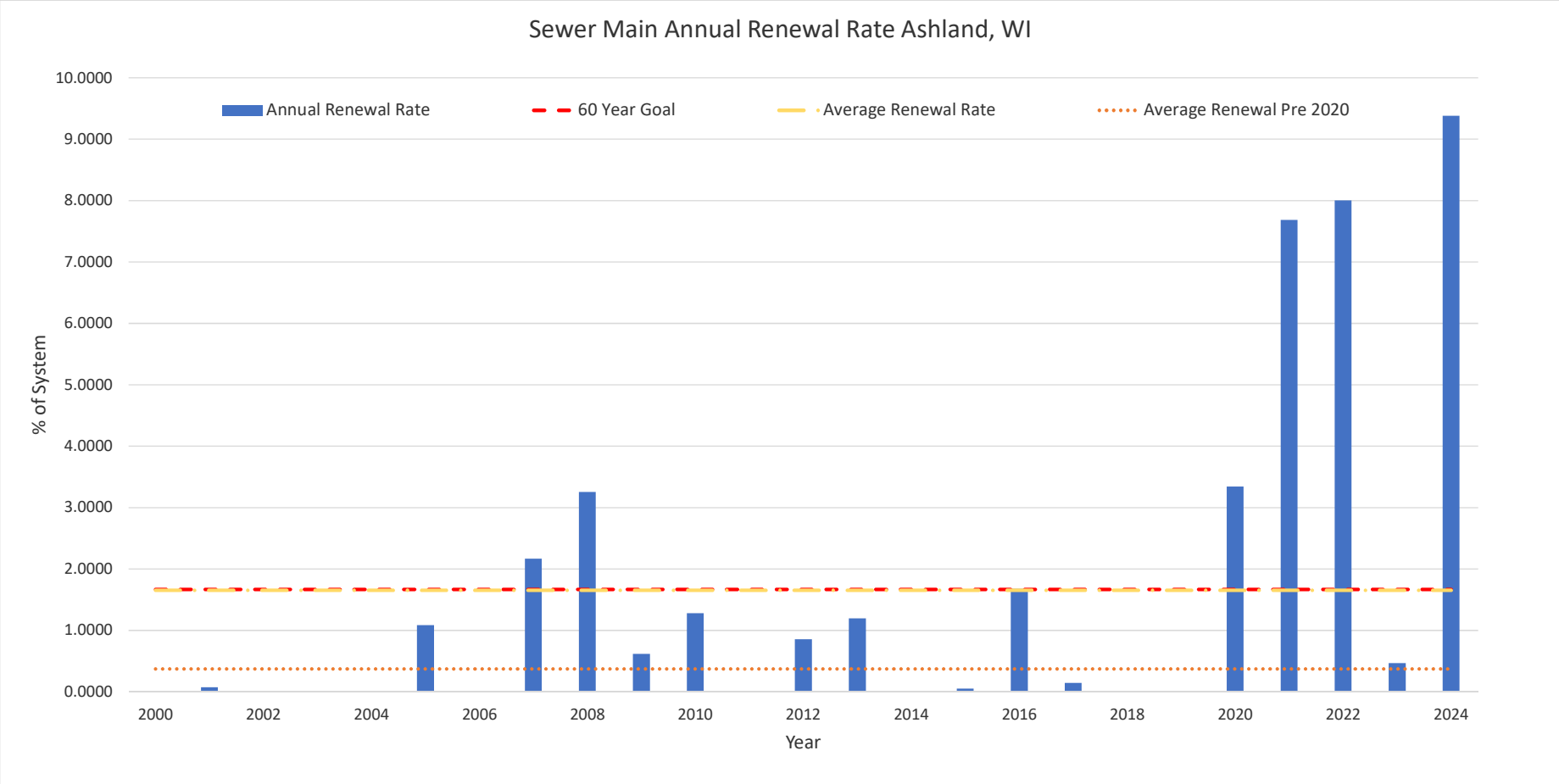
- 68 blocks of sewer main rehab
- \$500K DNR funding, \$924K City funded (30 yr loan @ 1.37%)
- Ongoing, to be completed summer/fall 2024

2023 Sewer Replacement

- 5 blocks sewer main replacement
- \$250K DNR funding, \$613K City funded (30 yr loan @ 1.37%)
- Completed Spring 2024

Ore Dock Access Road

- 3 blocks sewer main replacement
- \$119K DNR funding, \$175K City funded (30 yr loan @ 2%)
- Ongoing, to be completed Fall 2024



SUBJECT: Discussion and Possible Action Regarding the Process of Scoring Local Roads for Potential Repair (*Mayor*)

RECOMMENDATION: Discussion Only

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Public Works Director

EXHIBITS:

1.	Roadway Section Prioritization Scoring
2.	Functional Classification - November 25, 2019
3.	Emergency Snow Plowing Routes
4.	City Heavy Traffic Route
5.	Pavement Degredation Curve

COMPLIANCE WITH STRATEGIC PLAN: Infrastructure

SUMMARY STATEMENT:

The Mayor requested information on the systems used by the Public Works Department to prioritize city streets for improvements. The Department prioritizes the adoption of the pavement preservation principle, which is defined by the Federal Highway Administration (FHWA) as "the timely application of carefully selected surface treatments to maintain or extend a pavement's effective service life."

A common misconception associated with pavement preservation is that the City is spending money on roads that are not in that bad of shape. Economic analysis has shown that the City will receive a greater return on investment on the street network over the longer term by investing in relatively low-cost measures like resurfacing and maintenance. Pavement preservation strongly discourages the "worst first" approach based on the same economic analysis.

To advance this approach, the Department has recently embraced the use of the Wisconsin Information System for Local Road (WISLR), which requires the assessment of the condition of every block of city streets every two years. Thus, the Department has access to continuously updated information to identify and prioritize local roads for repairs, resurfacing, replacement and maintenance.

In practice, a pavement preservation approach favors prioritization of street resurfacing, which is a lower cost treatment that consists of replacing only the surface layer of pavement while

preserving the underlying roadway base. In contrast, street reconstruction is required when the roadway base has failed and is a significantly more expensive type of construction. However, due to the age of the city's water distribution system, street reconstruction should remain a priority for the City.

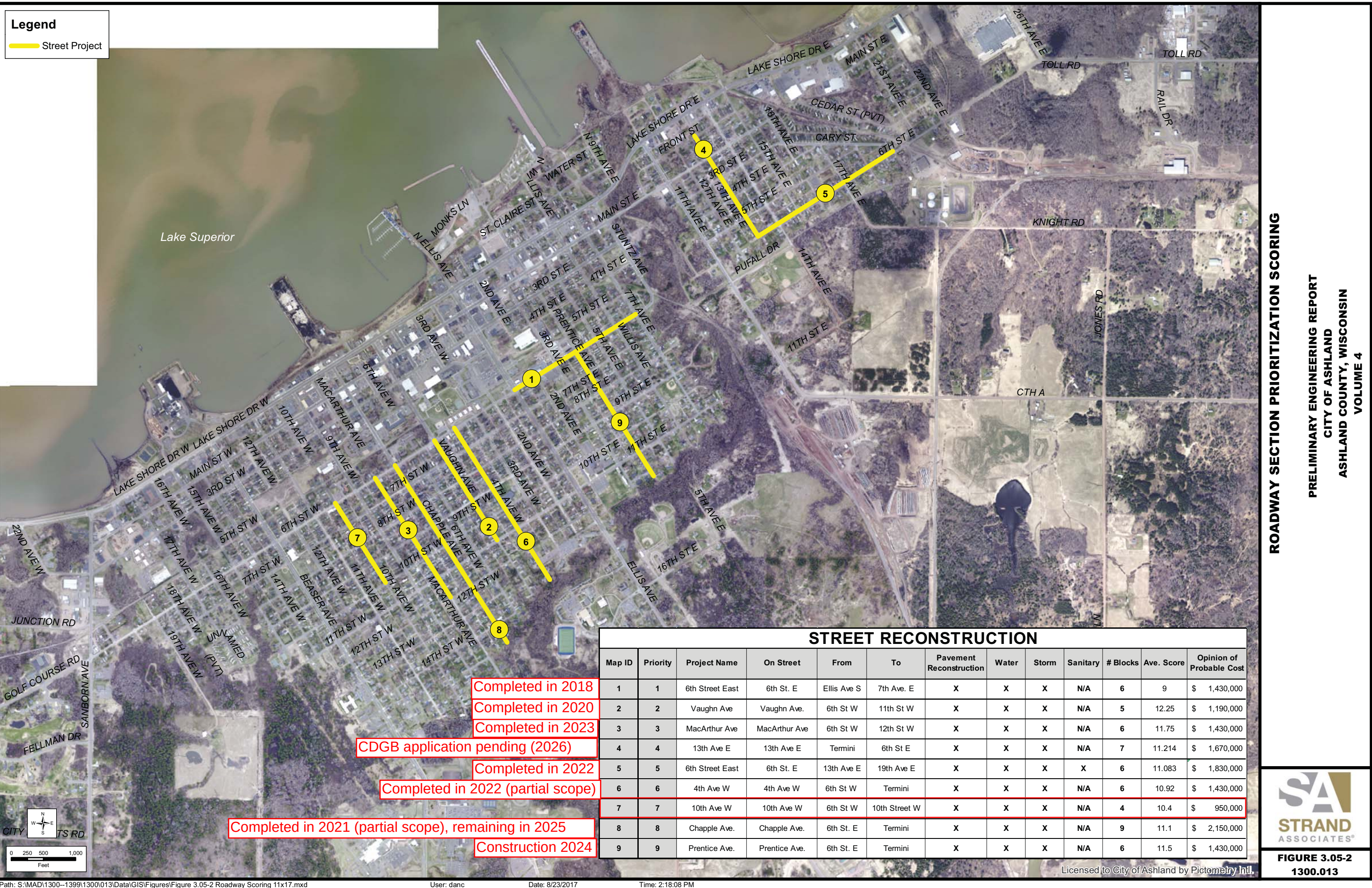
For street reconstruction, the Department completed a master plan in 2017 that included prioritization of street reconstruction based on a wide variety of factors including watermain condition, storm sewer condition, street condition and sidewalk condition. The top ten priorities from that effort are attached along with notes on the status of each project. Records from this effort are available to City staff to utilize as the next step of ten priorities, but the analysis should be redone in three to five years. The Department has relied heavily on the State's Local Road Improvement Program (LRIP) and Housing and Urban Development Community Development Block Grant (CDGB) funding for street reconstruction projects, although the City has also made significant investments in the past five years.

For resurfacing, the Department focuses on the application of pavement preservation principles to priority streets, those that are either functionally classified or priorities for snow removal. These streets are shown on the attached maps. Functional classification is managed by the Wisconsin Department of Transportation (WI DOT) and snow removal routes are established by the City's Snow Removal Policy, which was last reviewed in 2009. Another area of focus is the City's truck routes, as established by Chapter 503, Ashland City Ordinances. Truck routes require a thicker layer of asphalt and different types of roadway base due to the weight of the traffic, making pavement preservation even more important. The Department has relied heavily on the WI DOT's Surface Transportation Program (STP) for funding for resurfacing projects.

Repairs and maintenance are also important components of pavement preservation, and the City budgets funds for these activities in the Public Works Roadway Maintenance budget. Recent budget increases have allowed for the implementation of some maintenance activities on an annual basis, including chip sealing, crack sealing and skim overlays. Chip sealing is the application of a thin layer of rock and oil over an existing pavement in good condition in order to preserve its service life. Crack sealing is the application of an oil-based rubber to seal cracks, which is critical to prevent water intrusion and associated degradation. A skim overlay is the application of a thin layer of asphalt over roads where pavement failure has occurred and reconstruction is not feasible due to funding limitations. A skim overlay is a good option for where pavement has failed but no utilities are present.

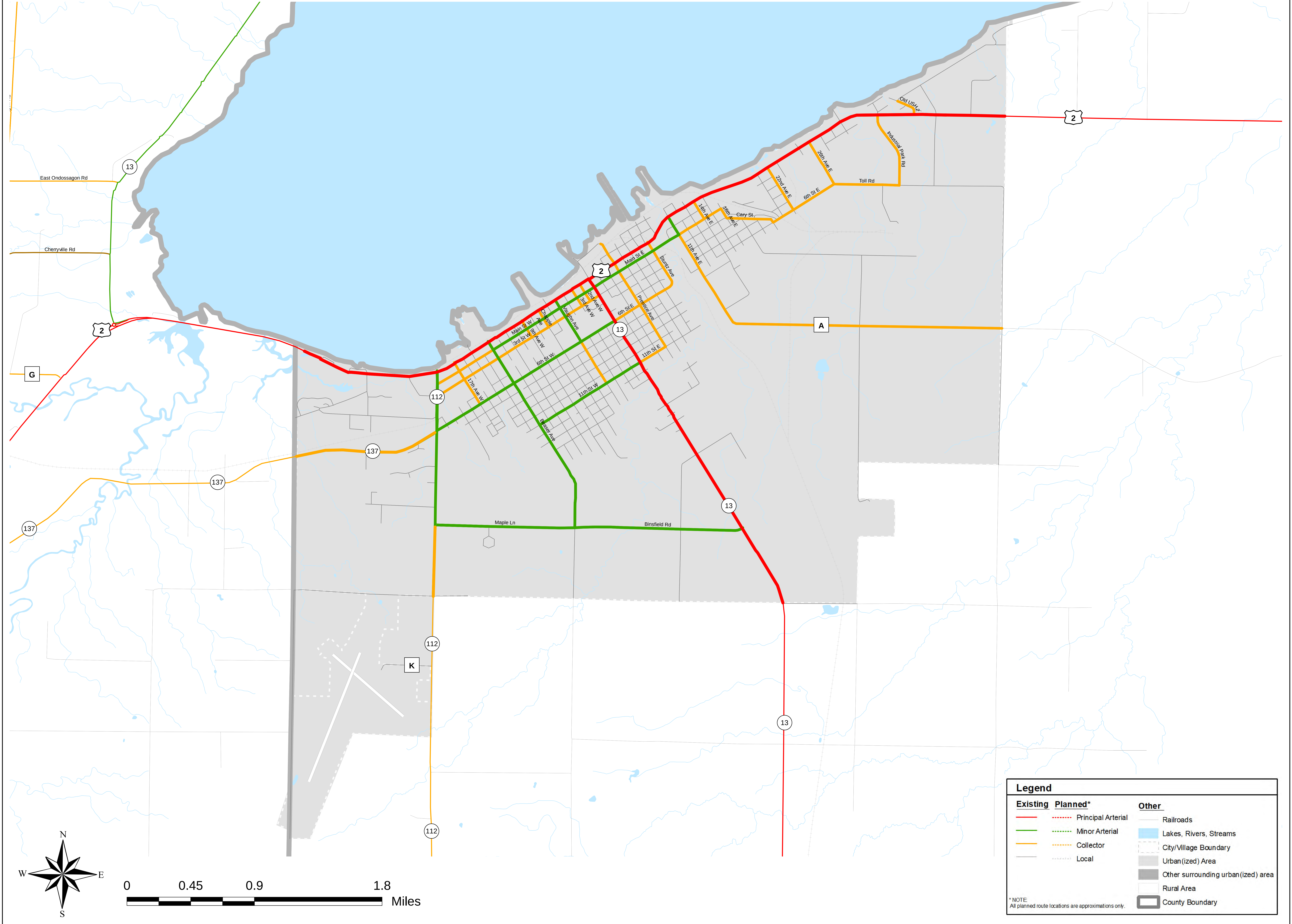
All of this analysis requires coordination with underlying utility conditions. Where conditions are poor, investment in the street surface is not a wise investment. Where utility conditions are good, the City needs to invest in low-cost maintenance approaches like crack sealing and chip sealing to extend the service life of the street. The City needs to continue to seek alternatives to fund street reconstruction projects due to the need to replace aging water distribution assets and lead water service laterals.

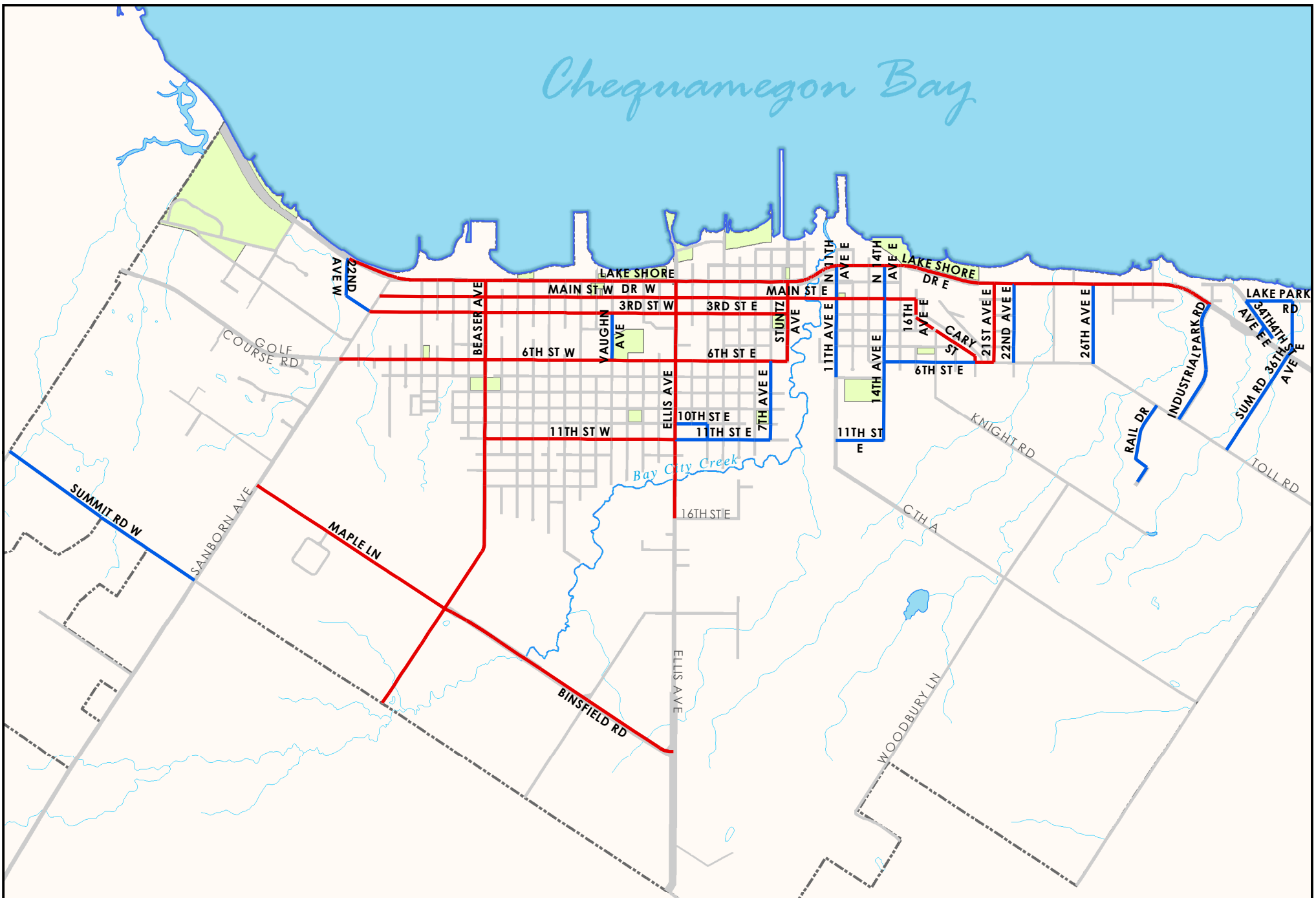
Most of this work is currently being managed by Niles Fetter, Civil Engineer-Streets, hired in September 2023.



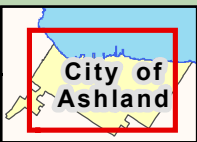
ASHLAND

Functional Classification - November 25, 2019





Index Map



Legend

Emergency Plow Routes

- Priority 1
- Priority 2

- City Boundary
- City Parks
- Open Water



0 0.5
Miles
1 inch equals 2,883 feet

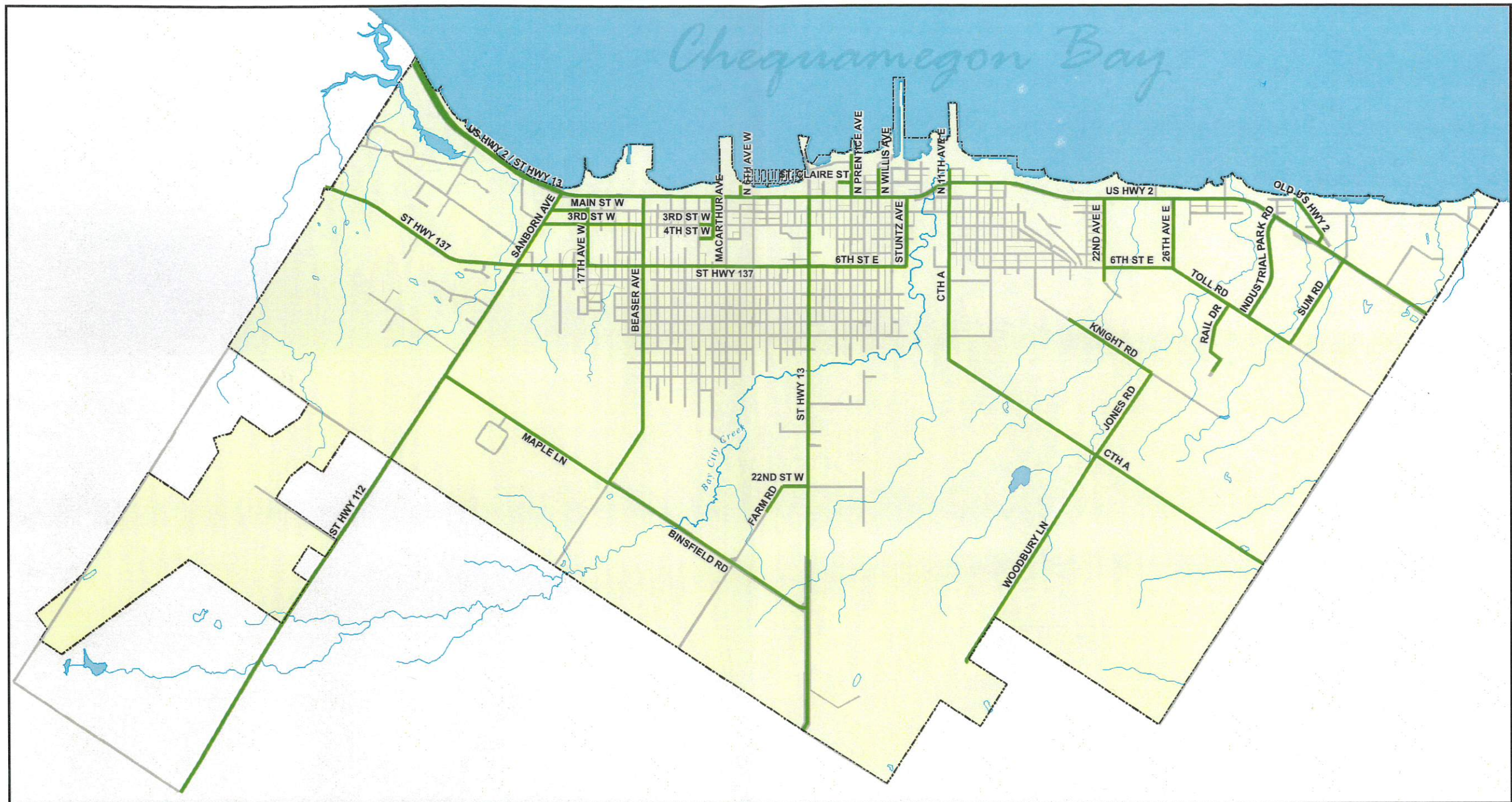


Emergency Snow Plowing in the City of Ashland

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



City Of Ashland - Ordinance to Amend Ordinance 503 - An Ordinance Establishing a City Heavy Traffic Route



Legend

Current Regulation per Ord. 503.01, pursuant to Sec. 349.17, WI Statutes

City Heavy Traffic Routes (30.8 Miles)

Other City Features

Right-of-Way City of Ashland Lake



City of Ashland - Dept. of Public Works
Geographic Information
Systems Division
Created: April 2007
Last Modified: November 2010
Map is for informational purposes only.



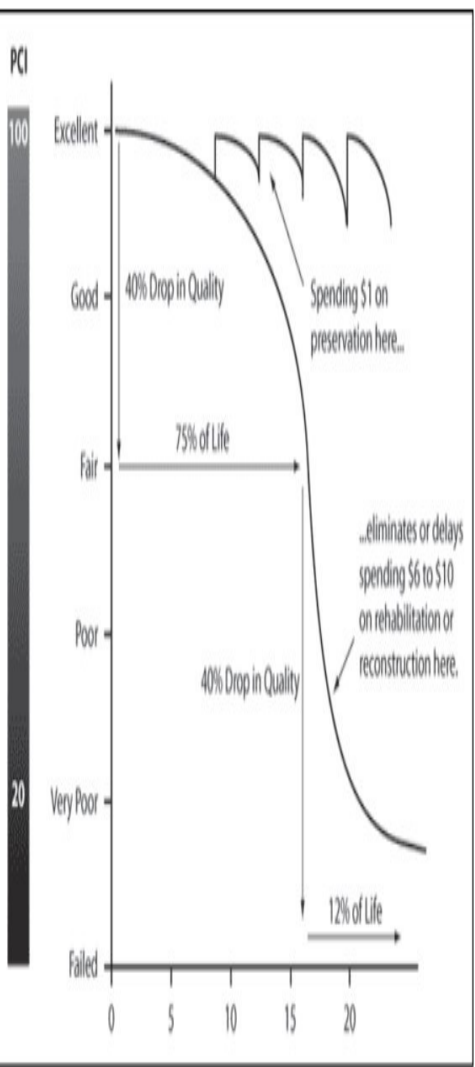


Figure 6 (from the Federal Highway Administration's Office of Asset Management, Pavements and Construction) illustrates the steep deterioration curve commonly seen in pavements once they reach a "poor" condition. Timely preventive and reactive treatments create substantial value by restoring pavements to a high condition and preventing the onset of the rapid deterioration commonly seen in poorly maintained pavements. As noted in Figure 6 and in other FHWA reports, timely preventive and reactive treatments can produce a very high benefit/cost ratio. Conversely, underinvestment leads to the missing of the optimal treatment-timing window for many pavements and leads to their concurrent rapid, non-linear degradation. It is the accelerating, non-linear degradation that underlies the analysis of rapid accumulation of deficient lane miles and the rapid growth in the cost of the backlog, or the accumulation of the "infrastructure deficit"

Ref: 2024-355

**COMMITTEE AGENDA:
6. (9/10/2024)**

SUBJECT: Items for Future Discussion

RECOMMENDATION:

DEPARTMENT OF ORIGIN:

CLEARANCES:

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT: