

## AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, June 6, 2023 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

The meeting may be viewed via livestream at the [www.chippewafalls-wi.gov/council](http://www.chippewafalls-wi.gov/council) livestream link.

1. CLERK CALLS THE ROLL
2. APPROVAL OF MINUTES OF PREVIOUS MEETING
  - (a) Approve minutes of the Council Meeting of May 16, 2023.
3. PERSONAL APPEARANCES BY CITIZENS - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. PUBLIC HEARINGS – None
5. COMMUNICATIONS – None
6. REPORTS
  - (a) The Board of Public Works meeting of May 22, 2023 was cancelled due to a lack of agenda items.
7. COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code
  - (a) Consider Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of May 31, 2023. (*minutes to be distributed prior to meeting*)
  - (b) Consider Committee #4 Recycling, Computerization, Buildings and Intergovernmental Services minutes of June 6, 2023. (*minutes to be distributed prior to meeting*)
8. APPLICATIONS
  - (a) Consider Street Use Permit Application of Mary Crosby to place a memorial bench on City-owned property adjacent to the American Legion, 12 E Spring Street.
  - (b) Consider Application for Temporary Class "B" Beer Retailer's License from the Knights of Columbus for the CRBL All Star Game to be held at Casper Park, 1025 W Canal Street, on June 30, 2023.
  - (c) Consider Application for Temporary Class "B"/"Class B" Beer and Wine' Retailer's License from the American Legion Post 77 for a Flag Day Celebration to be held at the American Legion, 12 E Spring Street, on June 14, 2023.
  - (d) Consider Street Use Permit Application from the American Legion Post 77 for a Flag Day Celebration to be held on June 14, 2023 utilizing the City-owned parking lot at the corner of E Spring Street and Rushman Drive.
  - (e) Consider Street Use Permit Application from Chippewa Falls Main Street for the Pure Water Days Parade to be held on August 12, 2023 utilizing the 100 – 700 blocks of N Bridge Street.
  - (f) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from Chippewa Falls Main Street for Pure Water Days Riverfest to be held at Chippewa Riverfront, 12 S Bridge Street, on August 12, 2023.
  - (g) Consider Application for Class "E" Dance and Live Music License from Chippewa Falls Main Street for Chippewa Riverfront, 12 S Bridge Street, on August 12, 2023.
  - (h) Consider Street Use Permit Application from the Leinie Lodge for the Summer Kick Off to be held on June 17, 2023 utilizing various City Streets (see attached application) and to charge accordingly for City services.
  - (i) Consider Application for Class "E" Dance and Live Music License from the Northern Wisconsin State Fair Association for the Northern Wisconsin State Fairgrounds (FMCA Rally), 225 Edward Street, on June 13 & 16, 2023.
9. PETITIONS - None
10. MAYOR ANNOUNCES APPOINTMENTS - None

11. MAYOR'S REPORT - None

12. REPORT OF OFFICERS - None

13. ORDINANCES

(a) First Reading of **Ordinance #2023-13 Entitled:** An Ordinance Amending the Closing Hours for City Parks Regarding Pedestrian Traffic.

(b) First Reading of **Ordinance #2023-14 Entitled:** An Ordinance Amending the Eight-Hour Parking Limitation for the "Market Place" Parking Lot to Twelve Hours.

14. RESOLUTIONS

(a) Consider **Resolution #2023-21 Entitled:** Resolution Concerning Completion of Carli Court Utilities and Infrastructure.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider State/Municipal Agreement for a Carbon Reduction Program Project for the City of Chippewa Falls, LED Street Light Replacement (1).

(b) Discuss and consider State/Municipal Agreement for a Carbon Reduction Program Project for the City of Chippewa Falls, LED Street Light Replacement (2).

(c) Discuss and consider State/Municipal Agreement for a Carbon Reduction Program Project for the City of Chippewa Falls, LED Street Light Replacement (3).

16. CLAIMS

(a) Consider claims as recommended by the Claims Committee.

(b) Consider claim of Ed and Kim Grabinski, 516 W Columbia Street. (refer to insurance company)

(c) Consider claim of Thomas Nayes, 418 Squires Street. (refer to insurance company)

17. CLOSED SESSION - None

18. ADJOURNMENT

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change.  
This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on June 2, 2023 at 10:15 am by BNG.

## MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, May 16, 2023 in the City Hall Council Chambers. Council President John Monarski called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

### CLERK CALLS THE ROLL

Council Members present: Rob Kiefer, CW King, Chuck Hull, Heather Martell, Paul Nadreau, and Jason Hiess.

Also Present: City Attorney Robert Ferg; Finance Manager/Treasurer Lynne Bauer; Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Police Lt. Ryan Douglas; and City Clerk Bridget Givens.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Hiess/Nadreau** to approve the minutes of the Council Meeting of May 2, 2023. **All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS - None

### PUBLIC HEARINGS - None

### COMMUNICATIONS - None

### REPORTS

(a) **Motion by Kiefer/King** to approve the Board of Public Works minutes of May 8, 2023. **All present voting aye, motion carried.**

(b) **Motion by Hull/Kiefer** to approve the Plan Commission minutes of May 8, 2023. **All present voting aye, motion carried.**

### COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code

(a) **Motion by Hiess/Hull** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of May 15, 2023. **Roll Call Vote: Aye – Hiess, Hull, Martell, Nadreau, Kiefer, King. Motion carried.**

(b) **Motion by Hiess/Nadreau** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of May 15, 2023. **Roll Call Vote: Aye – Hiess, Nadreau, Kiefer, King, Hull, Martell. Motion carried.**

(c) **Motion by Kiefer/Nadreau** to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of May 16, 2023. **Roll Call Vote: Aye – Kiefer, Nadreau, Hiess, King, Hull, Martell. Motion carried.**

(d) **Motion by Hiess/Nadreau** to approve the Committee of the Whole Minutes of May 9, 2023. **All present voting aye, motion carried.**

(e) The Park Board minutes of May 9, 2023 were presented.

(f) The Library Board minutes of April 12, 2023 were presented.

### APPLICATIONS

**Motion by Kiefer/Nadreau** to consider items (a) – (e) in one motion. **All present voting aye, motion carried.**

**Motion by Kiefer/Nadreau** to approve items (a) – (e) as follows:

(a) Street Use Permit Application from Chippewa Falls Main Street for the Cruise In Car Shows to be held on June 17, July 15, September 9, and October 5 utilizing the 100-800 blocks of N Bridge Street.

(b) Street Use Permit Application from the Chippewa Falls Patriotic Council for the Memorial Day Parade to be held on May 29, 2023 utilizing various City Streets.

(c) Street Use Permit Application from the Church of Notre Dame for the Corpus Christi Procession to be held on June 11, 2023 utilizing various City Streets.

(d) Street Use Permit Application from the Chippewa Valley Century Ride for the Chippewa Valley Century Ride to be held on May 28, 2023 utilizing various City Streets.

**APPLICATIONS** (continued)

(e) Application for Temporary Class "B" Beer Retailer's License from the Chippewa Valley Century Ride for the Chippewa Valley Century Ride to be held on May 28, 2023 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

**All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS** - None

**MAYOR'S REPORT** - None

**REPORT OF OFFICERS** - None

**ORDINANCES** - None

**RESOLUTIONS**

(a) **Motion by Kiefer/Nadreau** to approve **Resolution #2023-16 Entitled:** Resolution Final Plat of Wissota Meadows. Councilor Hiess noted that he attended the Board Meeting in the Town of Lafayette, and the developer pulled the plat from final approval. Director of Public Works/City Engineer/Utilities Manager Rubenzer was not made aware of the inaction. City Attorney Ferg advised that the Council is approving the plat as presented; any changes would require future action on the part of Council. **Roll Call Vote: Aye – Kiefer, Nadreau, Hiess, King, Hull, Martell. Motion carried.**

(b) **Motion by Hiess/Kiefer** to approve **Resolution #2023-17 Entitled:** Resolution Approving a Certified Survey Map (Chippewa Crossing Partners). **Roll Call Vote: Aye – Hiess, Kiefer, King, Hull, Martell, Nadreau. Motion carried.**

(c) **Motion by Martell/Nadreau** to approve **Resolution #2023-18 Entitled:** Resolution Approving a Certified Survey Map (Estenson). **Roll Call Vote: Aye – Martell, Nadreau, Kiefer, King, Hull; Recuse – Hiess. Motion carried.**

(d) **Motion by Kiefer/Hull** to approve **Resolution #2023-19 Entitled:** Resolution Approving a Certified Survey Map (Dove Healthcare). **Roll Call Vote: Aye – Kiefer, Hull, Martell, Nadreau, King; Recuse – Hiess. Motion carried.**

(e) **Motion by Kiefer/Martell** to approve **Resolution #2023-20 Entitled:** Resolution Approving a Certified Survey Map (Dove Healthcare). **Roll Call Vote: Aye – Kiefer, Martell, Nadreau, King, Hull. Motion carried.**

**OTHER NEW/UNFINISHED BUSINESS**

(a) **Motion by Kiefer/King** to award the Chippewa Crossing Boulevard Widening Project to low bidder, Haas Sons, Inc. in the amount of \$1,157,624.21. **Roll Call Vote: Aye – Kiefer, King, Hull, Martell, Nadreau, Hiess. Motion carried.**

(b) **Motion by Nadreau/Martell** to cancel the scheduled July 4, 2023 Council Meeting and authorize the City Clerk to issue permits associated with her office for the period of June 21, 2023 – July 4, 2023. **All present voting aye, motion carried.**

**CLAIMS**

(a) **Motion by King/Martell** to approve the claims as recommended by the Claims Committee.

City General Claims:	\$384,943.33
Authorized/Handwritten Claims:	\$30,243.00
Department of Public Utilities:	<u>\$112,138.81</u>
Total of Claims Presented	<u>\$527,325.14</u>

**Roll Call Vote: Aye – King, Martell, Nadreau, Hiess, Kiefer, Hull. Motion carried.**

**CLOSED SESSION** - None

**ADJOURNMENT**

**Motion by Hiess/Nadreau to adjourn at 6:54 pm. All present voting aye, motion carried.**

Submitted by:

Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - May 16, 2023

NAME	ADDRESS
Rick Flynn	1304 Perry Ct
Bob Barse	723 S OAKS DRIVE, HASTINGS, MN



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: <i>Mary B. Crosby</i>	Applicant Phone Number: <i>415-797-0500</i>
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<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <i>Mary B. Crosby 20505 20th Ave. Chippewa Falls, WI 54729</i>
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Name of the event: <i>Dedication of Memorial Bench</i>	Estimated number of persons participating:
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Date and start and end times requested for street use:  
*Upon receipt of bench installed permanently*

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
*Remove existing bench and replace with new one.*

Use, described in detail, for which the street use permit is requested:  
*See attached photographs*      *Installation Plan: 3 1/2" cement pad installed bench anchored with screws*

City services requested for the event (e.g., Street Department or Police Department staff time)  
*Request removal of city owned bench*

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant: *Mary Crosby*      Date: *5/17/23*

**OFFICE USE ONLY**

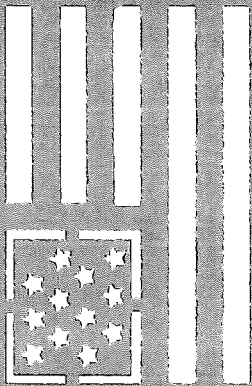
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
*5/24/23 - NOTHING NEEDED FROM CPD. \$102*

Requirements of Applicant: *List weight limit on the bench if applicable. Secure the bench by anchoring into the concrete ppe*

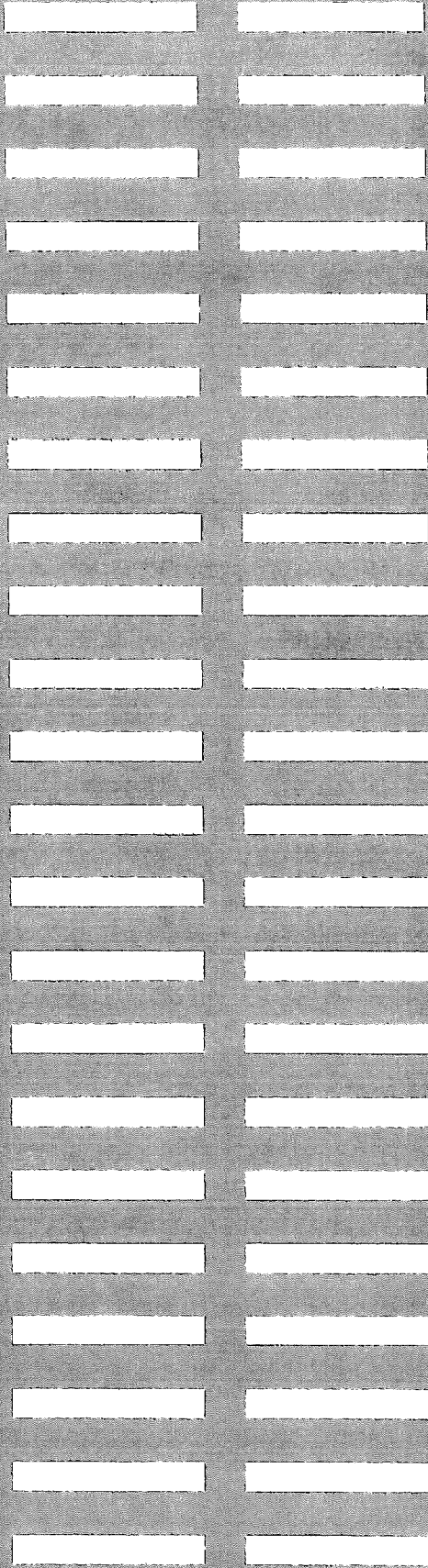
Approved by: *[Signature]*      *Rebecca P. [Signature] PE 05/20/2023*  
Signature of Chief of Police      Signature of Director of Public Works

Recommendation of Board of Public Works (if required):  Approved       Denied

Decision of City Council (required):  Approved       Denied



In Memory of  
 CPL. FRED J. CROSBY  
 Semper Paratus  
 1950-2023



REL 1015





13 E Spring St

248 724 3142



Google

Image captured Aug 2019 © 2023 Google



\* Mail to Tom Weyenburg

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 05/18/2023

Town  Village  City of Chippewa Falls

County of Chippewa

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/30/2023 and ending 10/6/30/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Knights of Columbus, Goldsmith Council #974

(b) Address 236 Pumphouse Road, Chippewa Falls, WI 54729  
(Street)

Town  Village  City

(c) Date organized 6/13/1905

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names, addresses and phone numbers of all officers:

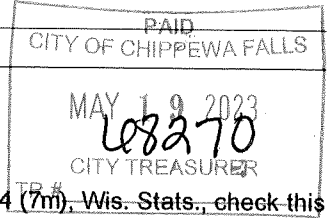
President Patrick Horan 420 Bay St, Chippewa Falls, WI 715-577-7772

Vice President John Czech 15102 61st Ave, Chippewa Falls, WI 54729 715-723-9410

Secretary Peter Doermann 923 Bluff View Ct, Chippewa Falls, WI 54729 715-529-0887

Treasurer Robert Parkhurst 315 W Central St, Chippewa Falls, WI 54729 715-225-0549

(g) Name and address of manager or person in charge of affair: Tom Weyenburg 733 Mansfield St, Chippewa Falls, WI 54729  
Licensed bartender, Lee Marks, will also be present. (715) 861-3114



## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Gannon Family Baseball Field 1025 W Canal Street

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

(e) Will minors be present? Yes

Reason for minors being present: Family Event

Security measures: IDs will be checked and gun trunk issued.

## 3. Name of Event

(a) List name of the event CRBL All Star Game

(b) Dates and times of event Friday June 30, 2023 4pm - 11 PM

## DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature]  
(Signature/date) 5/15/23

Officer [Signature]  
(Signature/date) 5/15/23

Date Filed with Clerk 5/19/23

Date Granted by Council \_\_\_\_\_

Lt. V. Bore  
C.F.P.D. #103

Knights of Columbus Council #974  
(Name of Organization)

Officer [Signature] 5-75-23  
(Signature/date)

Officer [Signature] 5/15/23  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_

05/23/23

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 5/17/2023

Town  Village  City of Chippewa Falls

County of Chippewa

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

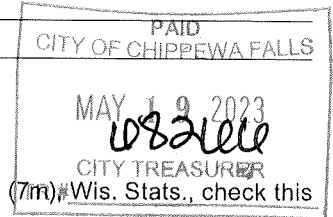
at the premises described below during a special event beginning 6/14/2023 4 p.m. and ending 6/14/23 8:30 p.m. and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) →
- Bona fide Club  Church  Lodge/Society
- Chamber of Commerce or similar Civic or Trade Organization
- Veteran's Organization  Fair Association

(a) Name American Legion Post 77

(b) Address 12 E. Spring St., PO Box 241, Chippewa Falls, WI 54729  
(Street)

Town  Village  City



(c) Date organized 8/1/1919

(d) If corporation, give date of incorporation 7/12/1930

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m) Wis. Stats., check this box:

(f) Names, addresses and phone numbers of all officers:

President David Oelkers, 15950 93rd Ave., Chippewa Falls, WI 54729608-797-0101

Vice President Harry Bauer, 546 Maitland Dr., Apt. 34, Chippewa Falls, WI 54729318-453-2008

Secretary Roger Lillevold, 321 Morris St., Chippewa Falls, WI 54729 715-723-1201

Treasurer Leroy Jansky, 12758 43rd Ave., Chippewa Falls, WI 54729 715-829-6571 or 715-723-0408

(g) Name and address of manager or person in charge of affair: David Oelkers, 15050 93rd Ave., Chippewa Falls, WI 54729

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 12 E. Spring St., Chippewa Falls, WI 54729 and city parking lot adjacent to 12 E. Spring St.

(b) Lot 4 NW 24' 2" Block 22 Map 6-3

(c) Do premises occupy all or part of building? Part - first floor and adjacent parking lot (if street use permit is approved)

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Will minors be present? Yes Reason for minors being present: Flag Day is a family event

Security measures: Licensed bartenders will serve public

3. **Name of Event**

(a) List name of the event Flag Day Celebration

(b) Dates and times of event Wednesday, June 14, 2023 4-8:30 p.m.

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

American Legion Post 77

(Name of Organization)

Officer Leroy Jansky  
(Signature/date)

Officer Roger B. Lillevold  
(Signature/date)

Officer David Oelkers  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

Police Department Approval Det. K. Brown  
C.F.P.D. #103

Date 05/23/23



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: American Legion Post 77 (Leroy Jansky) PO Box 241, Chippewa Falls, WI 54729	Applicant Phone Number: 715-829-6571
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<input type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. David Oelkers, Commander 608-797-0101 PO Box 241 Chippewa Falls, WI 54729	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: American Legion Post 77 12 E. Spring St PO Box 241 Chippewa Falls, WI 54729
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Name of the event: Flag Day Celebration	Estimated number of persons participating: 75-100
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Date and start and end times requested for street use:  
Wednesday, June 14, 2023 7 a.m. to 8 p.m. (All Day)

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
City parking lot at the corner of E. Spring St and Rushman Dr (Adjacent to the Legion Post Building)

Use, described in detail, for which the street use permit is requested:  
Flag Day Program in conjunction with the Elks Club to include a few speakers, scripted program and meal afterwards.

City services requested for the event (e.g., Street Department or Police Department staff time)  
No city employee services but need city street barricades and maybe fencing to close off parking lot (we'll pick up).

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Leroy M. Jansky 5/16/2023  
Signature of Applicant Date

### OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
*No services from C.F.P.D. Lt. K. Bous #103*  
*No charge from Public Works*

Requirements of Applicant:  
*Pick up and return barricades, cones & traffic control as per application and return to St. Dept after the event pp.*

Approved by: [Signature] [Signature] PE 06/10/2023  
Signature of Chief of Police Signature of Director of Public Works

Recommendation of Board of Public Works (if required):  Approved  Denied

Decision of City Council (required):  Approved  Denied



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Teri Ouimette, 514 N Bridge St, Chippewa Falls, WI 54729	Applicant Phone Number: 715-723-6661
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<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.  Teri Ouimette cell # 715-271-0892	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street 514 N Bridge St Chippewa Falls, WI 54729
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Name of the event: Pure Water Days Parade	Estimated number of persons participating: 8000
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Date and start and end times requested for street use:  
Saturday, August 12, 2023 11 a.m. - 2:15 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
100 - 700 blocks of N Bridge Street (cross streets will stay open)

Use, described in detail, for which the street use permit is requested:  
Annual community parade for Pure Water Days

City services requested for the event (e.g., Street Department or Police Department staff time)  
Barricades for each block (4/block - 2 at each end and keeping the cross streets open)

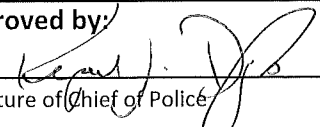
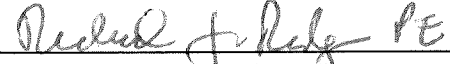
The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

 Signature of Applicant	3/22/23 Date
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### OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
*APP - 5 OFFICERS FOR PARADE. 2 OFFICERS FOR BARRICADES. NO COST. #102  
6 hrs @ \$60/hr = \$360 for event for St. Dept services*

Requirements of Applicant:

Approved by:  Signature of Chief of Police	 Signature of Director of Public Works
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Recommendation of Board of Public Works (if required):  Approved  Denied

Decision of City Council (required):  Approved  Denied

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: Mar. 7, 2023

Town  Village  City of Chippewa Falls

County of Chippewa

The named organization applies for: (check appropriate box(es).)

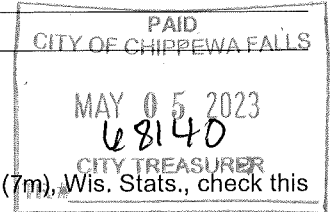
- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Aug. 12, 2023 and ending Aug. 12, 2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) →  Bona fide Club  Church  Lodge/Society  
 Chamber of Commerce or similar Civic or Trade Organization  
 Veteran's Organization  Fair Association

(a) Name Chippewa Falls Main Street, Inc.

(b) Address 514 N Bridge St., Chippewa Falls, WI 54729  
(Street)  Town  Village  City



(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation 6/26/1989

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names, addresses and phone numbers of all officers:

President Jeri Maher, 212 Bay St., CF (715) 726-2500

Vice President Rob Keifer, 1313 Superior St., CF (715) 456-5379

Secretary Sue Rada, 105 W. Central St., CF (715) 723-1146

Treasurer ~~Teri Ouimette~~ Erin Copeland, 301 N. Bridge St., CF (715) 723-4323

(g) Name and address of manager or person in charge of affair: Teri Ouimette, 514 N Bridge St, Chippewa Falls, WI 54729  
(715) 271-0892

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number Riverfront Park - 12 S. Bridge St.

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

(e) Will minors be present? yes Reason for minors being present: A family-friendly event  
 Security measures: Check IDs and have armbands for 21+

3. **Name of Event**

(a) List name of the event Pure Water Days Riverfest

(b) Dates and times of event Sat., Aug. 12, 2023 2 p.m. - 8:30 pm

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Chippewa Falls Main Street, Inc.  
(Name of Organization)

Officer Jeri Maher 3/24/23  
(Signature/date)

Officer [Signature] 5/2/23  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Officer Sue Rada 5-2-23  
(Signature/date)

Officer [Signature] 5-2-23  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

Police Department Approval [Signature] 5/18/23

Date 5/18/23 Wisconsin Department of Revenue



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Chippewa Falls Main Street c/o Teri Ouimette	<b>Address of Applicant:</b> 514 N Bridge St., Chippewa Falls, WI 54729																						
<b>Name of Premises to be Licensed:</b> Riverfront Park	<b>Address of Premises:</b> 12 S. Bridge St., Chippewa Falls	<b>Date(s) of Event (Class "E" Licenses only):</b> Aug. 12, 2023																					
<b>Class of License Applied for:</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">           PAID            CITY OF CHIPPEWA FALLS             MAY 05 2023             CITY TREASURER            TR # <u>08140</u> </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;">[x]</td> <td style="padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[ ]	\$130.00	Class "B" Annual	[ ]	\$80.00	Class "C" Annual	[ ]	\$30.00	Class "D"	[ ]	\$10.00	Class "E"	[x]	\$10.00/day	Live Music Annual	[ ]	\$30.00	Juke Box	[ ]	\$30.00 (annual)
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### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

\_\_\_\_\_  
 Signature of Applicant

3/7/23  
 \_\_\_\_\_  
 Date

Attest: \_\_\_\_\_  
 City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_



# SPECIAL EVENT COVER SHEET

This form was developed to ensure that organizations wishing to have a special event in the City of Chippewa Falls have completed all appropriate applications associated with the event. Additionally, in the interest of promoting a safe and enjoyable event, to provide emergency services personnel the opportunity to review the applications and discuss any potential concerns.

Name of Event: <b>Pure Water Days Parade &amp; Riverfest</b>	Event Description (e.g. walk, concert, etc.): <b>Parade &amp; festival</b>
Name and Address of Sponsoring Organization: <b>Chippewa Falls Main Street, 514 N Bridge St., Chippewa Falls, WI 54729</b>	
Contact Name: <b>Teri Ouimette</b>	Contact Address: <b>514 N Bridge St., Chippewa Falls</b>
Work Phone: <b>(715) 723-6661</b>	Cell Phone: <b>-</b>
Email: <b>teri@cfms.us</b>	Day of Event Contact Name and Number (if different): <b>-</b>
Date(s) of Event: <b>Sat., Aug. 12, 2023</b>	Estimated Daily Attendance: <b>5,000</b>
Location(s) of Event: <b>N Bridge Street and Riverfront Park</b>	
City Services/Equipment Requested: <b>5/18/23 - Spike w/ TERI. Major coverage from 2022 - PARADE (x5), Riverfest (x2).</b>	

**Please check each box below that applies to your event.**

**Corresponding applications must be completed and attached to this document.**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application | <input checked="" type="checkbox"/> Food Vendors* <i>Will provide when they renew in June</i><br>*supply proof of licensure from Chippewa County |
| <input checked="" type="checkbox"/> Street Use Permit Application   | <input checked="" type="checkbox"/> Dance/Music Application  |
| <input type="checkbox"/> Fireworks Permit   | <input type="checkbox"/> Temporary Extension of Premises (in relation to existing license holders)   |

*Events to be held in any City Park must complete a special event application with the Parks, Recreation and Forestry Department for consideration by the Park Board.*

## FOR OFFICE USE ONLY - ROUTING VERIFICATION

Police Chief Signature: 	Date: <b>5/18/23</b>
Fire Chief Signature: 	Date: <b>5-30-2023</b>
Director of Public Works/City Engineer/Utilities Manager: 	Date: <b>May 29, 2023</b>



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: **Leinie Lady 124 E Elm St** Applicant Phone Number: **715-720-6350**

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:

Name of the event: **Summer Kick off** Estimated number of persons participating: **3,000**

Date and start and end times requested for street use: **6-17-23 8:00am to 6-17-23 8:00pm**

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): **Elm St. Between 124 : North Prairie St / N. Prairie**

Use, described in detail, for which the street use permit is requested: **Between Elm and E. Cedar St. To Block traffic during event No Parking**

City services requested for the event (e.g., Street Department or Police Department staff time) **Cones/Barricades from Street Dept & Police Monitor traffic**

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant: **[Signature]** Date: **5-1-23**

### OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): **(FPD) 5/19/23 - ONE OFFICER OT @ \$33/HR (1000-1800) = \$264.00 (HALF-COST) #402**

Requirements of Applicant: **4 hours of staff @ \$60/hr = \$240 for Barricades + Cones Rgn  
4 " " " " " " = \$240 for No Parking Signs 05/25/2023**

Approved by: **[Signature]** **5/19/23** **[Signature]** **05/19/2023**  
Signature of Chief of Police Signature of Director of Public Works

Recommendation of Board of Public Works (if required):  Approved  Denied  
Decision of City Council (required):  Approved  Denied

# SPECIAL EVENT COVER SHEET

This form was developed to ensure that organizations wishing to have a special event in the City of Chippewa Falls have completed all appropriate applications associated with the event. Additionally, in the interest of promoting a safe and enjoyable event, to provide emergency services personnel the opportunity to review the applications and discuss any potential concerns.

Name of Event: <b>Summer Kick Off</b>	Event Description (e.g. walk, concert, etc.):
Name and Address of Sponsoring Organization: <b>Leinie Lodge 124 E. Elm St. CF, WI 54729</b>	
Contact Name: <b>Tiffany Thompson</b>	Contact Address: <b>124 E. Elm St. CF WI</b>
Work Phone: <b>715-720-6350</b>	Cell Phone: <b>715-563-8286</b>
Email: <b>Tiffany.thompson@molsoncoors.com</b>	Day of Event Contact Name and Number (if different):
Date(s) of Event: <b>6-17-23</b>	Estimated Daily Attendance: <b>3,000</b>
Location(s) of Event: <b>Leinie Lodge &amp; Brewery Grounds</b>	
City Services/Equipment Requested:	

**Please check each box below that applies to your event.  
Corresponding applications must be completed and attached to this document.**

- |  |  |
|--|--|
| <input type="checkbox"/> Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application | <input type="checkbox"/> Food Vendors*<br><small>*supply proof of licensure from Chippewa County</small>             |
| <input type="checkbox"/> Street Use Permit Application   | <input type="checkbox"/> Dance/Music Application   |
| <input type="checkbox"/> Fireworks Permit  | <input type="checkbox"/> Temporary Extension of Premises<br><small>(in relation to existing license holders)</small> |

*Events to be held in any City Park must complete a special event application with the Parks, Recreation and Forestry Department for consideration by the Park Board.*

## FOR OFFICE USE ONLY - ROUTING VERIFICATION

Police Chief Signature: 	Date: <b>5/19/23</b>
Fire Chief Signature: 	Date: <b>5-30-2023</b>
Director of Public Works/City Engineer/Utilities Manager: 	Date: <b>May 28, 2023</b>



## APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Northern WI State Fair Assoc. <i>FMCA Rally</i>	<b>Address of Applicant:</b> 225 Edward Street Chippewa Falls, WI 54729																						
<b>Name of Premises to be Licensed:</b> Northern Wisconsin State Fairgrounds	<b>Address of Premises:</b> 225 Edward Street Chippewa Falls, WI 54729	<b>Date(s) of Event (Class "E" Licenses only):</b> June 13 & June 16																					
<b>Class of License Applied for:</b>  <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;">           PAID            CITY OF CHIPPEWA FALLS             MAY 26 2023             CITY TREASURER            TR # <i>08349</i> </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px; text-align: center;">[x] 2</td> <td style="padding: 2px; text-align: right;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[ ]	\$130.00	Class "B" Annual	[ ]	\$80.00	Class "C" Annual	[ ]	\$30.00	Class "D"	[ ]	\$10.00	Class "E"	[x] 2	\$10.00/day	Live Music Annual	[ ]	\$30.00	Juke Box	[ ]	\$30.00 (annual)
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### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

\_\_\_\_\_  
 Signature of Applicant

*05/26/2023*  
 \_\_\_\_\_  
 Date

Attest:   
 \_\_\_\_\_  
 City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_

AN ORDINANCE AMENDING THE CLOSING HOURS FOR CITY PARKS REGARDING PEDESTRIAN TRAFFIC

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

That § 9.34 of the Chippewa Falls Code of Ordinances which presently provides as follows:

9.34 CLOSING HOURS FOR CITY PARKS.

All City parks shall be closed to vehicular traffic from dark until 7 a.m. year-round, except when a permit is obtained, and to all pedestrian traffic from dark until daylight year-round, except when a permit is obtained.

be amended to provide as follows:

9.34 CLOSING HOURS FOR CITY PARKS.

All City parks shall be closed to vehicular traffic from dark until 7 a.m. year-round, except when a permit is obtained, and to all pedestrian traffic from 10:00 p.m. until daylight year-round, except when a permit is obtained.

DATED this 20th day of June, 2023.

COUNCIL PRESIDENT: \_\_\_\_\_ John Monarski

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_ Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_ Bridget Givens, City Clerk

PUBLISHED: \_\_\_\_\_

AN ORDINANCE AMENDING THE EIGHT-HOUR  
PARKING LIMITATION FOR THE “MARKET PLACE”  
PARKING LOT TO TWELVE HOURS

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS  
FOLLOWS:

That § 7.09(2)(k) of the Chippewa Falls Municipal Code which presently provides as follows:

**7.09 PARKING RESTRICTIONS.**

• • •

(2) LIMITED PARKING.

• • •

- (k) Eight-Hour Parking Lot. No operator of a motor vehicle shall park such vehicle in the City owned parking lot known as “Market Place” which is east of Duncan Creek between E. Spring St. and W. Central St. for longer than 8 consecutive hours each day of the week.

be amended to provide as follows:

**7.09 PARKING RESTRICTIONS.**

• • •

(2) LIMITED PARKING.

• • •

- (k) Twelve-Hour Parking Lot. No operator of a motor vehicle shall park such vehicle in the City owned parking lot known as “Market Place” which is east of Duncan Creek between E. Spring St. and W. Central St. for longer than 12 consecutive hours each day of the week.

DATED this 20<sup>th</sup> day of June, 2023.

**COUNCIL PRESIDENT:** \_\_\_\_\_  
John Monarski

**FIRST READING:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
Gregory S. Hoffman, Mayor

**ATTEST:** \_\_\_\_\_  
Bridget Givens, City Clerk

**PUBLISHED:** \_\_\_\_\_

**RESOLUTION CONCERNING  
COMPLETION OF CARLI COURT  
UTILITIES AND INFRASTRUCTURE**

**WHEREAS**, the City of Chippewa Falls and Park West II LLC have entered into a Developer’s Agreement for the construction of Carli Court; and

**WHEREAS**, project contractor Haas Sons Inc have completed underground infrastructure, street signs, street lighting and surface work for Carli Court; and

**WHEREAS**, said underground infrastructure, street lights and surface work on the said Carli Court have been inspected and tested and found to be in compliance with City of Chippewa Falls standards, ordinances and specifications.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN:**

That the City of Chippewa Falls declares open and accepts the infrastructure and street surface treatment for Carli Court in the City of Chippewa Falls with the condition that the appropriate street signs be installed.

Dated this 6th day of June, 2023.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Council President

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk





**STATE/MUNICIPAL AGREEMENT  
FOR A CARBON REDUCTION  
PROGRAM PROJECT**

**Program Name: Carbon Reduction  
Program (CRP)  
Sub-program #: 206  
Cycle: FFY23**

**Date: June 1, 2023  
I.D.: 8996-01-22/23  
WisDOT UEI#: CBE4JHP1S8H7  
Project Sponsor UEI#: TBD  
Project Title: C Chippewa Falls, LED Street Light  
Replacement (1)  
Location/Limits: Downtown Area  
Project Length: N/A  
Project Sponsor: City of Chippewa Falls  
County: Chippewa County  
MPO: Chippewa-Eau Claire Metropolitan  
Planning Org (CEC)**

The signatory, the **City of Chippewa Falls**, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. 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 Roadway/Equipment - Describe and give reason for request:** The City of Chippewa Falls is applying for federal funding through the WisDOT FFY 2023 Bipartisan Infrastructure Law Carbon Reduction Program to fund the material purchase of 70 light emitting diode (LED) street lights to replace high pressure sodium (HPS) lights.

**Proposed Improvement - Nature of work:** The proposed improvement includes the purchase of 70 LED fixtures to replace 70 existing HPS fixtures. The improvement will reduce energy costs and reduce carbon emissions. The material only purchase would be for twenty-two 400 watt HPS equivalent fixtures and forty-eight 250 watt HPS equivalent fixtures. The equivalent fixture for a 400 watt HPS fixture is a 166 watt LED. The equivalent fixture for a 250 watt HPS fixture is an 85 watt LED.

**The Project Sponsor agrees to the following project funding conditions:**

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation (Sponsor's Guide)* and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$39,149** of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

**\*\*This project has a CRP federal funding maximum of \$39,149. This maximum is cumulative for all federally funded project phases.**

SUMMARY OF COSTS					
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 8996-01-22 Design</b>					
State Review	\$2,000	\$1,600	80%	\$400	20%
<b>ID 8996-01-23 Construction</b>					
Participating Construction	\$46,936	\$37,549	80%	\$9,387	20%
Non-Participating Construction	\$0	\$ 0	0%	\$0	100%
<i>Project Total</i>	<i>\$46,936</i>	<i>\$37,549</i>		<i>\$9,387</i>	
<b>Total Est. Cost Distribution</b>	<b>\$48,936</b>	<b>\$39,149</b>	<b>MAX</b>	<b>\$9,787</b>	<b>N/A</b>

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: <b>City of Chippewa Falls</b>	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b>	
Name (print)	Title
Signature	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. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor’s Guide to Non-Traditional Project Implementation*. The Project Sponsor, 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 23 U.S.C. 139 and the 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. Sec. 16.765. The Project Sponsor 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 Project Sponsor 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 Project Sponsor 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. Federal and state legal requirements that govern the CRP Program, including but not limited to 23 USC, Section 175 to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid. [GDAD1]

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

- a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
- b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction 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, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity).
- b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking)
- c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects. [GDAD2][SJD3]
- d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
- e. State Review Services.

6. Project items purchased with federal funding are for the primary use of the CRP project.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project. [GDAD4]

- 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. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
- 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 Project Sponsor 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). [GDAD5][SJD6]
  - h. Preliminary Engineering.
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
  10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
  11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
  12. Work to be performed by the Project Sponsor 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 Project Sponsor but must be coordinated with all other work undertaken during construction.
  13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
  14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
  15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
  16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
  17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
  18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
  19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees 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 S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor 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 s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.

21. When applicable to the project, the Project Sponsor 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, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, 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 projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. 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.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor 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 State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the 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 Project Sponsor 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 Project Sponsor or by others, will be in conformity with such "Manual on 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.
23. The subject project must be completed by the project sunset date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
27. *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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. *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.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

30. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department'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 Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. *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 Project Sponsor, 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 Department. The Department reserves the right to audit and inspect such



records and accounts at any time. The Project Sponsor 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.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following Federal Fiscal Year 2023 CRP project funding conditions:

- a. ID 8996-01-22: Costs for State Review are funded with 80% federal funding up to a **\$1,600** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$1,600** federal funding limit. Costs for sponsor preparation of the Purchase Request Package are 100% locally funded. These costs are subject to the cumulative project federal/earmark funding cap; any federal funding not used for state review will be moved to the construction phase.
- b. ID 8996-01-23 Construction:
  - i. Costs for Purchase of LED Fixtures are funded with 80% federal funding up to a **\$37,549** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$37,549** federal funding limit. These costs are subject to the cumulative project federal funding cap.
  - ii. Non-participating costs for installation and any related review costs are funded 100% by the Project Sponsor.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this agreement, whichever is less. The project federal funding maximum of **\$39,149** is cumulative for all federal funded project phases.

[End of Document]



**STATE/MUNICIPAL AGREEMENT  
FOR A CARBON REDUCTION  
PROGRAM PROJECT**

**Program Name: Carbon Reduction  
Program (CRP)  
Sub-program #: 206  
Cycle: FFY23**

**Date: June 1, 2023  
I.D.: 8996-01-24/25  
WisDOT UEI#: CBE4JHP1S8H7  
Project Sponsor UEI#: TBD  
Project Title: C Chippewa Falls, LED Street Light  
Replacement (2)  
Location/Limits: Downtown Area  
Project Length: N/A  
Project Sponsor: City of Chippewa Falls  
County: Chippewa County  
MPO: Chippewa-Eau Claire Metropolitan  
Planning Org (CEC)**

The signatory, the **City of Chippewa Falls**, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. 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 Roadway/Equipment - Describe and give reason for request:** The City of Chippewa Falls is applying for federal funding through the WisDOT FFY 2022 Bipartisan Infrastructure Law Carbon Reduction Program to fund the material purchase of 74 light emitting diode (LED) street lights to replace high pressure sodium (HPS) lights.

**Proposed Improvement - Nature of work:** The proposed improvement includes the purchase of 74 LED fixtures to replace 74 existing HPS fixtures. The improvement will reduce energy costs and reduce carbon emissions. The material only purchase would be for seventy-four 250 watt HPS equivalent fixtures. The equivalent fixture for a 250 watt HPS fixture is an 85 watt LED. The LED fixtures represent greater than 60 percent energy savings over the traditional HPS fixture as outlined in the narrative of the application. The simplicity of this project would enable the project to meet the tight federal timelines associated with this program.

**The Project Sponsor agrees to the following project funding conditions:**

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$38,539** of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 8996-01-24 Design</b>					
State Review	\$2,000	\$1,600	0%	\$400	100%
<b>ID 8996-01-25 Construction</b>					
Participating Construction	\$46,174	\$36,939	80%	\$9,235	20%
Non-Participating Construction	\$0	\$ 0	0%	\$0	100%
<i>Project Total</i>	<i>\$46,174</i>	<i>\$36,939</i>		<i>\$9,235</i>	
<b>Total Est. Cost Distribution</b>	<b>\$48,174</b>	<b>\$38,539</b>	<b>MAX</b>	<b>\$9,635</b>	<b>N/A</b>

This project has a CRP federal funding maximum of **\$38,539**. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: <b>City of Chippewa Falls</b>	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b>	
Name (print)	Title
Signature	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. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, 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 23 U.S.C. 139 and the 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. Sec. 16.765. The Project Sponsor 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 Project Sponsor 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 Project Sponsor 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. Federal and state legal requirements that govern the CRP Program, including but not limited to 23 USC, Section 175 to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid. [GDAD1]
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.

- b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

- 5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction 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, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity).
  - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking)
  - c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects. [GDAD2][SJD3]
  - d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
  - e. State Review Services.
- 6. Project items purchased with federal funding are for the primary use of the CRP project.
- 7. State Disbursements:
  - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
  - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

- 8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project. [GDAD4]
  - 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. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
  - 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 Project Sponsor 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). [GDAD5][SJD6]
  - h. Preliminary Engineering.

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
12. Work to be performed by the Project Sponsor 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 Project Sponsor but must be coordinated with all other work undertaken during construction.
13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees 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 S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor 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 s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.

21. When applicable to the project, the Project Sponsor 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, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, 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 projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. 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.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor 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 State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the 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 Project Sponsor 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 Project Sponsor or by others, will be in conformity with such "Manual on 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.

23. The subject project must be completed by the project sunset date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily



excluded by any State of Wisconsin or Federal department or agency;

- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
27. *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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. *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.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

30. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department'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 Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. *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 Project Sponsor, 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 Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor 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.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following State Fiscal Year 2023 CRP project funding conditions:

- a. ID 8996-01-24: Costs for State Review are funded with 80% federal funding up to a **\$1,600** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$1,600** federal funding limit. Costs for sponsor preparation of the Purchase Request Package are 100% locally funded. These costs are subject to the cumulative project federal funding cap; any federal funding not used for state review will be moved to the construction phase.
- b. ID 8996-01-25 Construction:
  - i. Costs for Purchase of LED Fixtures are funded with 80% federal funding up to a **\$36,939** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$36,939** federal funding limit. These costs are subject to the cumulative project federal funding cap.
  - ii. Non-participating costs for installation are funded 100% by the Project Sponsor. Costs include construction delivery and review.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this agreement, whichever is less. The project federal funding maximum of **\$38,539** is cumulative for all federal funded project phases.

[End of Document]



**STATE/MUNICIPAL AGREEMENT  
FOR A CARBON REDUCTION  
PROGRAM PROJECT**

**Program Name: Carbon Reduction  
Program (CRP)  
Sub-program #: 206  
Cycle: FFY23**

**Date: June 1, 2023  
I.D.: 8996-01-26/27  
WisDOT UEI#: CBE4JHP1S8H7  
Project Sponsor UEI#: TBD  
Project Title: C Chippewa Falls, LED Street Light  
Replacement (3)  
Location/Limits: Downtown Area  
Project Length: N/A  
Project Sponsor: City of Chippewa Falls  
County: Chippewa County  
MPO: Chippewa Falls-Eau Claire Metropolitan  
Planning Org (CEC)**

The signatory, the **City of Chippewa Falls**, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. 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 Roadway/Equipment - Describe and give reason for request:** The City of Chippewa Falls is applying for federal funding through the WisDOT FFY 2022 Bipartisan Infrastructure Law Carbon Reduction Program to fund the material purchase of 77 light emitting diode (LED) street lights to replace high pressure sodium (HPS) lights.

**Proposed Improvement - Nature of work:** The proposed improvement includes the purchase of 77 LED fixtures to replace 77 existing HPS fixtures. The improvement will reduce energy costs and reduce carbon emissions. The material only purchase would be for seventy-seven 250 watt HPS equivalent fixtures. The equivalent fixture for a 250 watt HPS fixture is an 85 watt LED. The LED fixtures represent greater than 60 percent energy savings over the traditional HPS fixture. The number of LED fixtures in the application represents approximately 33 percent of the HPS fixtures in the City.

**The Project Sponsor agrees to the following project funding conditions:**

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation (Sponsor's Guide)* and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$40,102** of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 8996-01-24 Design</b>					
State Review	\$2,000	\$1,600	80%	\$400	20%
<b>ID 8996-01-25 Construction</b>					
Participating Construction	\$48,127	\$38,502	80%	\$9,625	20%
Non-Participating Construction	\$0	\$ 0	0%	\$0	100%
<i>Project Total</i>	<i>\$48,127</i>	<i>\$38,502</i>		<i>\$9,625</i>	
<b>Total Est. Cost Distribution</b>	<b>\$50,127</b>	<b>\$40,102</b>	<b>MAX</b>	<b>\$10,025</b>	<b>N/A</b>

This project has a CRP federal funding maximum of **\$40,102**. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: <b>City of Chippewa Falls</b>	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b>	
Name (print)	Title
Signature	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. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, 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 23 U.S.C. 139 and the 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. Sec. 16.765. The Project Sponsor 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 Project Sponsor 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 Project Sponsor 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. Federal and state legal requirements that govern the CRP Program, including but not limited to 23 USC, Section 175 to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid. [GDAD1]

4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction 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, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity).
  - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking)
  - c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects. [GDAD2][SJD3]
  - d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
  - e. State Review Services.
6. Project items purchased with federal funding are for the primary use of the CRP project.
7. State Disbursements:
  - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
  - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project. [GDAD4]
  - 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. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
  - 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 Project Sponsor 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). [GDAD5][SJD6]
  - h. Preliminary Engineering.
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
  10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
  11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
  12. Work to be performed by the Project Sponsor 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 Project Sponsor but must be coordinated with all other work undertaken during construction.
  13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
  14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
  15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
  16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
  17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
  18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
  19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees 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 S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor 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 s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.

21. When applicable to the project, the Project Sponsor 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, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, 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 projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. 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.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor 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 State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the 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 Project Sponsor 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 Project Sponsor or by others, will be in conformity with such "Manual on 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.

23. The subject project must be completed by the project sunset date listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
27. *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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. *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.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

30. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department'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 Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. *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 Project Sponsor, 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 Department. The Department reserves the right to audit and inspect such

records and accounts at any time. The Project Sponsor 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.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

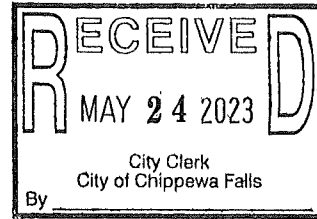
32. The Project Sponsor agrees to the following State Fiscal Year 2023 CRP project funding conditions:

- a. ID 8996-01-26: Costs for State Review are funded with 80% federal funding up to a **\$1,600** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$1,600** federal funding limit. Costs for sponsor preparation of the Purchase Request Package are 100% locally funded. These costs are subject to the cumulative project federal funding cap; any federal funding not used for state review will be moved to the construction phase.
- b. ID 8996-01-27 Construction:
  - i. Costs for Purchase of LED Fixtures are funded with 80% federal funding up to a **\$38,502** funding limit when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$38,502** federal funding limit. These costs are subject to the cumulative project federal funding cap.
  - ii. Non-participating costs for installation and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this agreement, whichever is less. The project federal funding maximum of **\$40,102** is cumulative for all federal funded project phases.

[End of Document]



# CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM



Name of Claimant: ED & KIM GRABINSKI	Claimant Address: 516 W. COLUMBIA ST.
Claimant Phone Number: 219 689 5289	Date of Incident:
Time of Incident: MAY 4 / MAY 5	Location of Incident: 516 W. COLUMBIA ST.
Damages Claimed (attach any relevant receipts and supporting documentation): REIMBURSEMENT OF PLUMBING EXPENSES (SEE ATTACHED)	
Description of Incident: SEWER BACKUP INTO HOUSE DUE TO TREE ROOTS IN THE MAIN.  SEE ATTACHED TIMELINE FOR DETAILED INFORMATION.	
Signature of Claimant: 	Date: 5-22-23

05-22-23

## City of Chippewa Falls Claim

Kim Grabinski  
516 W. Columbia St.  
Chippewa Falls, WI 54729  
(219) 689-528

To whom it may concern:

The following is a timeline / outline of the events surrounding the plumbing issues we experienced starting on Thursday May 4<sup>th</sup>.

Tuesday, May 2nd / Wednesday, May 3rd

- Numerous trees removed, including a large one to the Southeast on the opposite side of the street.

Thursday, May 4th

- Around 11:00 am floor drain in the basement backed up into the house.
- Around 11:30 am or so, left a voicemail for Rick Rubenzer at Public Works regarding backup.
- Called Root-Rooter, they said they could come out in the afternoon.
- Around 12:30 am or so, Rick Rubenzer and Bill McElroy from Public Works returned my call; we discussed recent tree removal and the possibility that could have caused the issue. They didn't think so and told me to keep them informed of what Roto-Rooter found and suggested I take pictures of any interior damage.
- Mid-afternoon Roto-Rooter arrived but could not access the cleanup so was unable to help. Public works did send someone to the house, and I believe they talked with my son and the Roto-Rooter rep, but not sure what was discussed.

Friday, May 5th

- Around 10:30 am, N.L. Stock Plumbing arrived to see if they could clear the clog. They checked interior pipes and ran a snake through the cleanout, and it took 170' of snake to finally clear the clog.
- Around 3:30 pm, I called Public Works and the plumber spoke with Rick Rubenzer on speakerphone. They discussed the location of the main. Rick was unsure where the main was so he could not confirm that the 170' put the clog on city property.

Tuesday, May 9th

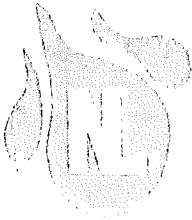
- Gas company came out to locate the sanitary line as part of their new gas line work. They discovered the main approximately 87' away in the street.

Thursday, May 11th

- Left a message for public works regarding what the gas company learned about the location of the main.

Friday, May 12th

- Received a call from George at Public Works - they indicated that they ran a water jet in the main and that they discovered tree roots in the main as the source of the clog.
- I then spoke to Rick Rubenzer, who directed us to submit the plumbing bill for reimbursement.



# N.L. Stock Inc.

Plumbing & Heating Contractor

12975 40th Ave  
Chippewa Falls, WI 54729

Phone: 715/229-2602  
Fax: 715/229-9173  
Toll Free: 866-814-4774

**PAID**  
05/12/2023

## Invoice

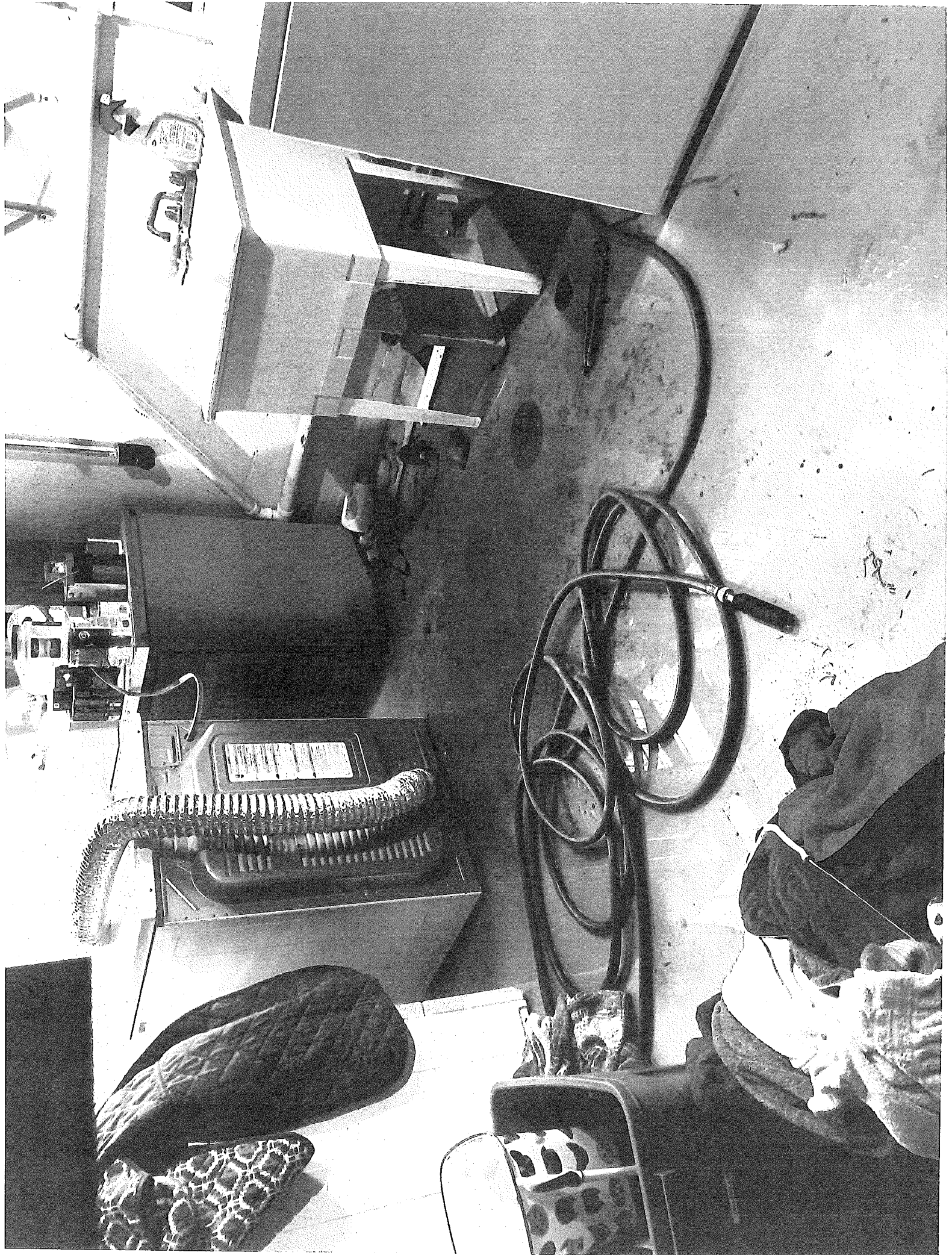
Bill To
Ed & Kim Grabinski 516 W Columbia St Chippewa Falls, WI 54729

Date	Invoice #
5/10/2023	7895

P.O. No.	Terms	Project
Kim	Due on receipt	Plugged Sewer

Item	Description	Amount
Camera		300.00T
Material		67.00T
Labor	3" PVC and fittings On 5/5/2023, service call for a plugged sewer. Piped a temporary clean out to the opening of the crawl space to run the sewer machine. Used the large sewer machine, went out about 170' before the sewer opened up. We were asked to use the camera and found a long belly and an impassable spot in the pipe.	1,380.00T
	Sales Tax	96.09
Thank you!		<b>Total</b> \$1,843.09

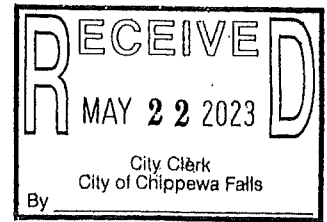
Credit card payments are subject to an additional 3% convenience fee. All past due balances may be subject to a finance charge of 1.5 % per month, with a minimum charge of \$7.50. There is a \$25 charge for each NSF check. Pursuant to ch.770, Wisconsin Statutes, N.L. Stock Inc., hereby notifies owner that by furnishing labor and/or materials to improve owner's property, N.L Stock Inc., may have lien rights on owner's property if not paid.







# CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM



Name of Claimant: <i>Thomas Wages</i>	Claimant Address: <i>418 Squines St, Chippewa Falls</i>
Claimant Phone Number: <i>715-829-2445</i>	Date of Incident: <i>4/27/2023</i>
Time of Incident: <i>3:00 pm ?</i>	Location of Incident: <i>Squines St.</i>
Damages Claimed (attach any relevant receipts and supporting documentation): <i>See Attached</i>	
Description of Incident: <i>The sewer backed up into our basement on 4/26/23, Roto Rooter came on 4/27/23 and ran his line 200 feet when he hit the clog way out into the street. We wish to be re-embured for the amount of \$250.00 which we had to pay Rooter Rooter. Any questions, please call.  Please your records for your clean out in main sewer line.</i>	
Signature of Claimant: <i>Thomas Wages</i>	Date: <i>5-19-23</i>

INVOICE NO.	30091
TERMS	Net 15
DATE	05/03/2023
DUE DATE	05/18/2023



P.O. Box 587  
 Eau Claire, WI 54702  
 715.835.9113 Eau Claire  
 715.723.9494 Chippewa  
 715.874.6290 Fax  
 715.829.4700 Office

<b>JOB INFORMATION</b> NAYES, TOM JOB INFO 418 SQUIRES ST CHIPPEWA FALLS, WI 54729	<b>INVOICE TO</b> NAYES, TOM 30732 122ND ST. NEW AUBURN, WI 54757
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<b>Job Address</b> NAYES, TOM JOB INFO 418 SQUIRES ST CHIPPEWA FALLS, WI 54729	<b>Purchase Order</b>	<b>Service Rep</b> Brandon	<b>County</b> Chippewa
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DATE	ACTIVITY	QTY	RATE	AMOUNT
04/27/2023	Razor Kleen Sewer to Street - City trouble	1	250.00	250.00

Thank You, for your business.  Roto-Rooter PO Box 587 Eau Claire, WI 54702	<b>BALANCE DUE</b>	250.00
		<b>\$250.00</b>

Please remit with payment



PO Box 587  
 Eau Claire, WI 54702

<b>Invoice Number</b> 30091	<b>Balance Due</b> \$250.00
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We accept Visa, Master and Discover Card  
 Please call the office at 715-829-4700 to pay by credit card. Thank You



INVOICE NO.	29610
TERMS	Net 15
DATE	02/15/2023
DUPLICATE DATE	03/02/2023



P.O. Box 587  
 Eau Claire, WI 54702  
 715.835.9113 Eau Claire  
 715.723.9494 Chippewa  
 715.874.6290 Fax  
 715.829.4700 Office

JOB INFORMATION NAYES, TOM JOB INFO 418 SQUIRES ST CHIPPEWA FALLS, WI 54729	INVOICE TO NAYES, TOM 30732 122ND ST. NEW AUBURN, WI 54757
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Job Address NAYES, TOM JOB-INFO 418 SQUIRES ST CHIPPEWA FALLS, WI 54729	Purchase Order	Sales Rep Brandon	County Chippewa
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DATE	ACTIVITY	QTY	RATE	AMOUNT
02/09/2023	Razor Kleened Sewer to Street - Maintenance	1	175.00	175.00

*This is just to prove we had the sewer Roto Rooted on 2/9/23  
 no reimbursement needed*

Thank You, for your business.  Roto-Rooter PO Box 587 Eau Claire, WI 54702	BALANCE DUE	175.00
		<b>\$175.00</b>

Please remit with payment



PO Box 587  
 Eau Claire, WI 54702

Invoice Number 29610	Balance Due \$175.00
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We accept Visa, Master and Discover Card  
 Please call the office at 715-829-4700 to pay by credit card. Thank You

