

## **NOTICE OF PUBLIC MEETING**

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

**Board of Public Works: X** (Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736)

Will be held on **Monday, June 10, 2024 at 5:30 PM** in the City Hall **Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

**NOTE: If you are a board member and unable to attend the meeting, please notify the Engineering Dept. by calling 726-2736.**

1. Approve the minutes of the May 13, 2024 Board of Public Works meeting. (*Attachment*)
2. Revisit petition from Holly Hakes from Hakes Wellness Solutions to leave a non-conforming driveway in place at 200 North Rural Street. (*Attachment*)
3. Steve Schulz at 222 Well Street is petitioning the Board of Public works to remove sidewalk along Wells Street being his other sidewalk got approved for removal with the 2024 Street Projects. (*Attachment*)
4. Provide Update for STH 124 SMFA Agreement - Change in Project Cost. (*Attachment*)
5. Consider 2024 Compliance Maintenance Annual Report and corresponding resolution. Make recommendation to the Common Council. (*Handout provided at meeting*)
6. Provide update on sidewalk standards. (*Additional information provided at meeting*)
7. Adjournment.

**NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.**

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**

I hereby certify that a copy of this Notice was emailed to the Chippewa Herald, posted on the 1st floor of City Hall, and on the outside City Hall Bulletin Board on Thursday, June 6, 2024 at 2:00 PM by Leanne Rogge.

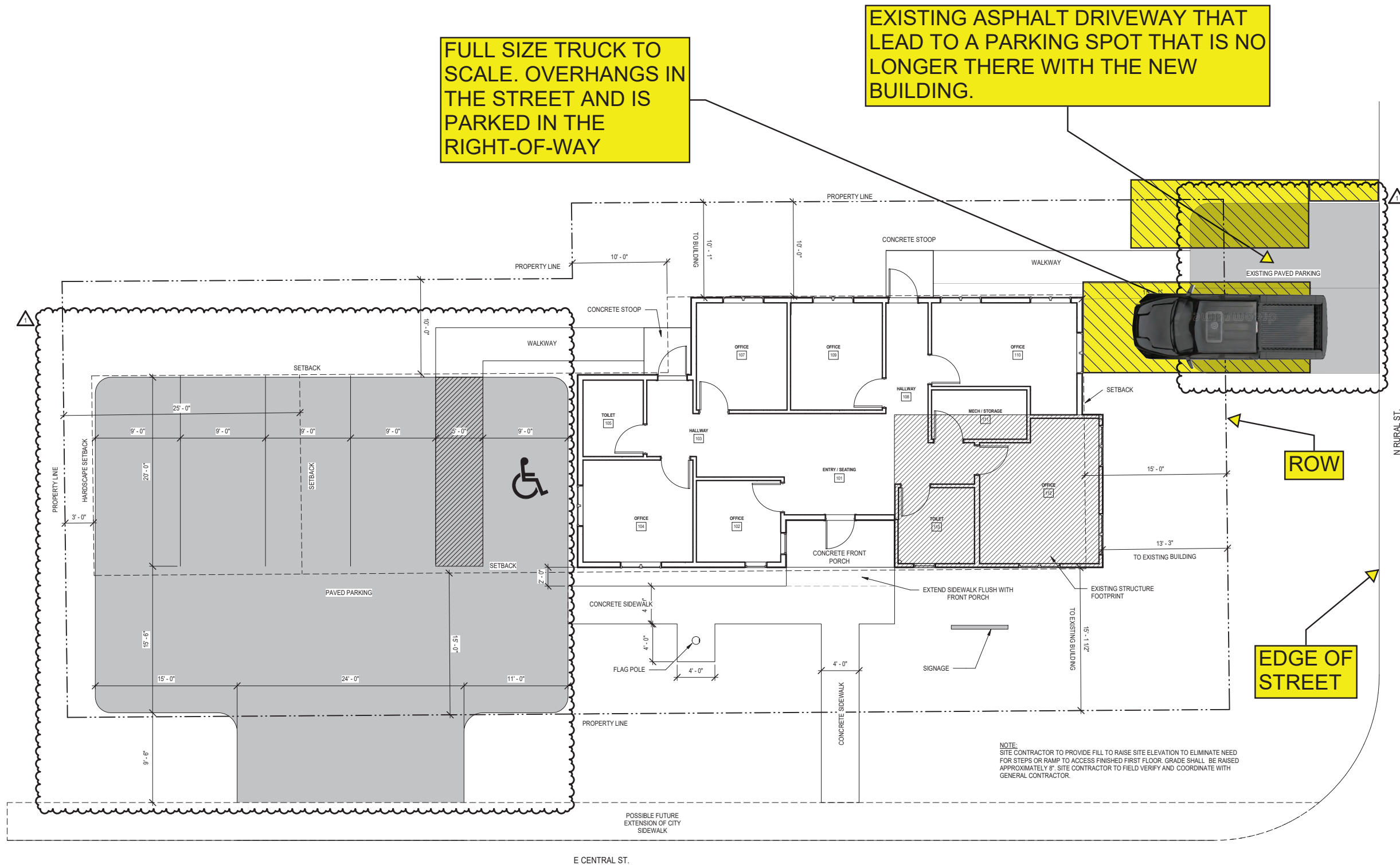
**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, MAY 13, 2024 – 5:30 PM**

The Board of Public Works met in City Hall on May 13, 2024, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Alderman Jason Hiess, and Finance Manager Lynne Bauer. Also attending was William Henslee of the Willow Creek Parkway and Teri Ouimette of Chippewa Falls Main Street.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the April 22, 2024, Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Public Works Director Cesafsky gave the background on the street light requested on Willow Creek Parkway by members of the HOA. This went to Committee 1 and was brought back to the Board of Public Works to further discuss the funding. Cesafsky stated that the pedestrians have a safe location to walk off street and that the budget for street lighting was overdrawn last year with the increase of lighting around the City. Mayor Hoffman stated that he thought the light was a good idea and that it is a dark area. William Henslee said that the HOA would be willing to cover half the cost of the estimated \$6,000 but they would not have the funds this year. He said if they could get to the budget cycle in the fall it would make it easier. Hiess stated that we have done this in other parts of the City but that was for a much older neighborhood and not a new development.  
**Motion** by Hiess, second by Hubbard to recommend the item back to Committee 1 to find a funding source to split the cost of installation up \$6,000 and to plan this project for the spring of 2025 to allow the HOA time to come up with the funds at which time, they would pay their half by the due date noted on the Xcel Energy bill. **Hubbard, Hiess, and Hoffman voting Aye. Bauer and Cesafsky voting No. MOTION CARRIED.**
  
3. Cesafsky gave the background on the request from Chippewa Falls Main Street to install “Chippewa Falls” signage on the STH 124 & Rushman Drive brick round-a-bout center island. Teri Ouimette talked about the funding sources for the project. Hiess asked if this was approved by the State and Cesafsky stated that it was sent to the State and approved.  
**Motion** by Hoffman, second by Hubbard to approve the installation of signage with the mentioned funding. **All present voting aye. MOTION CARRIED.**
  
4. Director of Public Works Cesafsky gave the background on the Bridgewater Avenue project submitted for STP Urban Funds through the Chippewa - Eau Claire Metropolitan Planning Organization. City Engineer Bill McElroy submitted the application for project funding for the section of Bridgewater Ave between Wheaton Street and Terrill Street which includes improvements to help with pedestrian safety and access to the Boys and Girls Club. The City was awarded the maximum of 69% funding reimbursement for the project. Engineering plans to hire a consultant and construct in the project in 2028.  
**No Action Taken**

5. Director of Public Works Cesafsky gave the background on the Lead and Galvanized Service Line Program and process for residents. He stated that luckily the City has not found any lead service lines but there are approximately 900 galvanized service lines that are eligible within the City. The City is working to finalize the documents required for program roll-out and hopes that by early June the City will be able to start sending the information out to the 900 residents who are listed as having an eligible service line. Mayor Hoffman stated how the program will be great for the City and property owners. **Motion** by Hiess, second by Hubbard to recommend that the final forms be reviewed by attorney Ferg. Upon approval by Ferg that Committee 1 reviews the financial requirements and processes for the City and that they approve associated forms at that time. **All present voting aye. MOTION CARRIED.**
  
6. Adjournment  
**Motion** by Hubbard, second by Hiess to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:05 PM.

Brandon Cesafsky  
Secretary, Board of Public Works



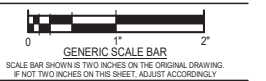
1 SITE PLAN  
SCALE: 3/16" = 1'-0"



NOTE:  
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND ENGINEER. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE WITH STATE LAW, CODE AND RULES.

NO.	REVISIONS	DATE
1	Construction Bulletin No. 1	09/27/2023

ARCHITECTURAL SITE PLAN

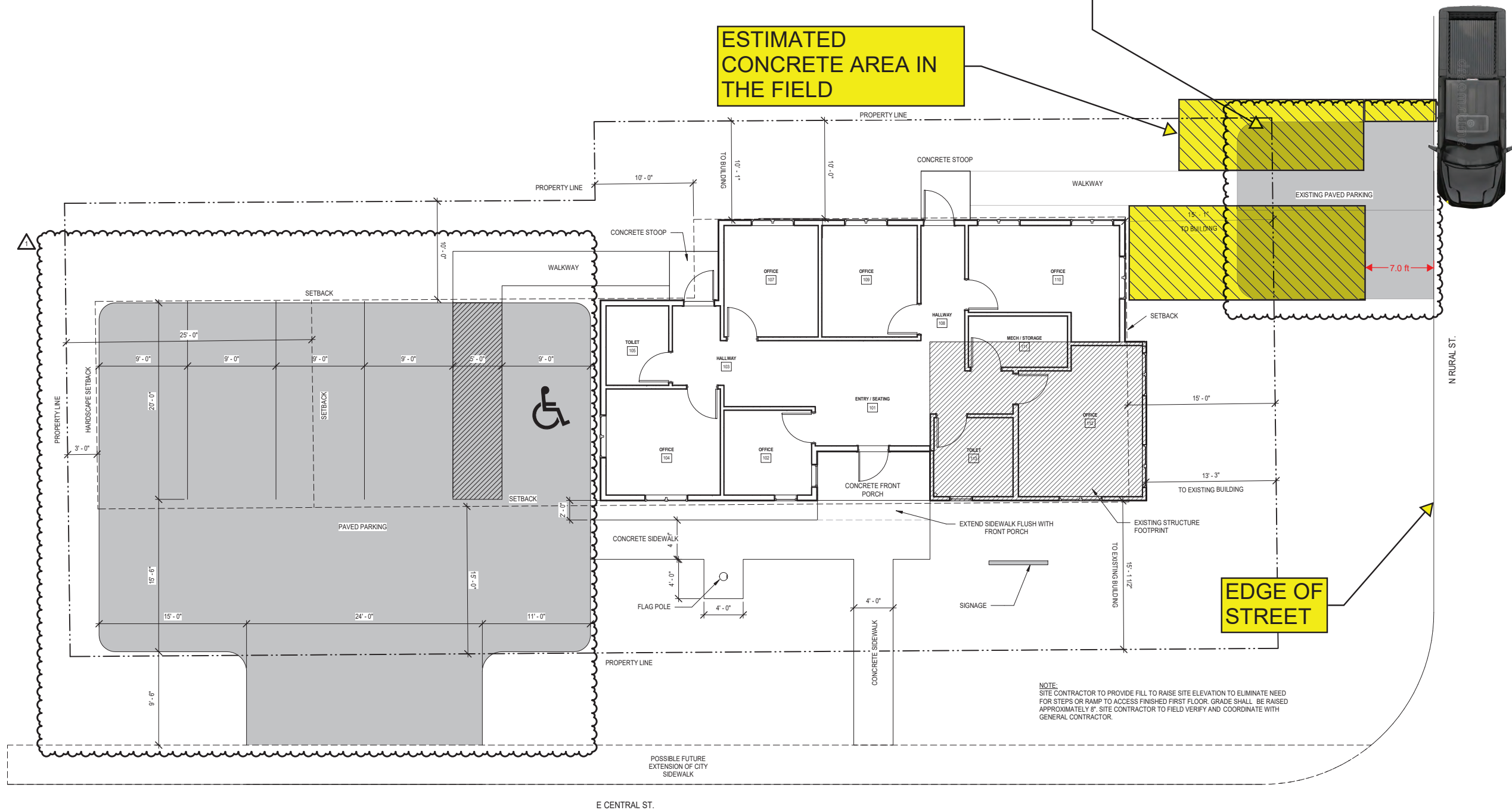


DATE: 08/04/23  
SCALE: 3/16" = 1'-0"  
DWN: MCS      CHK: JP2  
PROJ. No. 626001  
DWG. No.

HOLLY IS PETITIONING THE BOARD TO KEEP THE CONCRETE WHICH WAS POURED WITHIN THE RIGHT OF WAY WITHOUT A PERMIT.

SUGGESTED OPTION FROM ENGINEERING - REMOVE HATCHED PORTIONS OF THE CONCRETE PAD TO DETER PARKING IN THIS AREA WHILE STILL ALLOWING THIS TO ACT AS AN ENTRANCE WALK WITH A SERVICE PAD

ESTIMATED CONCRETE AREA IN THE FIELD



NOTE:  
SITE CONTRACTOR TO PROVIDE FILL TO RAISE SITE ELEVATION TO ELIMINATE NEED FOR STEPS OR RAMP TO ACCESS FINISHED FIRST FLOOR. GRADE SHALL BE RAISED APPROXIMATELY 8". SITE CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH GENERAL CONTRACTOR.



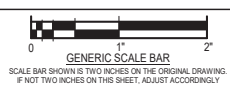
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1	Construction Bulletin No. 1	09/27/2023

ARCHITECTURAL SITE PLAN



DATE 08/04/23  
SCALE 3/16" = 1'-0"  
DWN: MCS CHK: JP2  
PROJ. No. 626001  
DWG. No.

**A100**



8.04 - DRIVEWAY CONSTRUCTION. (Rep. & recr. #97-10)

- (1) PERMIT REQUIRED. (Am. #98-06) No person shall construct, reconstruct or maintain any driveway across or within any public street or alley right-of-way without first obtaining a driveway permit from the Director of Public Works or his authorized representative. The City Inspector shall not issue any building permit that requires or involves construction or reconstruction of any driveway across or within any public street or alley right-of-way until a driveway permit has been issued by the office of the Director of Public Works.
  - (a) No permit shall be issued by the Director of Public Works, or his authorized representative, to any person other than:
    1. A Contractor who will be actually performing the work.
    2. A General Contractor who is responsible for a subcontractor who will actually be performing the work.
    3. The Owner of the property which the driveway will serve, but only if the owner is actually performing all of the work.
  - (b) Upon issuance of a driveway permit to a contractor under §8.04(1)(a)1. and 2., the Director of Public Works or his authorized representative shall mail a copy of the permit to the owner of the property.
  - (c) Fees. The fee for issuing a driveway permit shall be recommended by the Board of Public Works and established by the Common Council and may be modified from time to time by resolution. A schedule of fees established by the Common Council shall be available for review at the Department of Public Works. (Cr. #05-20)
- (2) CONFORMANCE TO ZONING CODE REQUIREMENTS. No driveway permit may be issued that will provide access to parking facilities or areas for which parking is not a permitted use, as determined by the City Inspector.
- (3) WIDTH. The maximum width of driveways across or within the right-of-way of a public street or alley shall be 35 feet unless special permission is obtained from the Director of Public Works, or Authorized Representative. Said maximum width shall be measured at the face of existing or proposed curb and shall be measured between the points where the full curb height begins on either side of the driveway. The Director of Public Works, or Authorized Representative, is authorized, upon application by a landowner, to grant a driveway permit over 35 feet in width if the drive will not, in the opinion of the Director of Public Works, or Authorized Representative, cause a safety or traffic problem. Landowners may apply to the Board of Public Works for further consideration in the event any such driveway permit is not granted. (Am. #98-41; #2018-18)
- (4) STREET ELEVATION. Any driveway constructed across or within the right-of-way of a public street or alley shall be constructed to match the elevations established for the sidewalks, curbs and

paving for that street or alley, as recorded in the office of the Director of Public Works.

- (5) STREET INTERSECTIONS. At street intersections, a driveway shall not provide direct ingress or egress to or from the street intersection area and shall not be constructed within 15 feet of a crosswalk or the extension of the right-of-way line of an intersecting street. No driveway may be permitted to occupy areas of the right-of-way of a public street or alley that are deemed necessary by the Director of Public Works for effective traffic control or for highway signs or signals.
- (6) INTERFERENCE WITH STREET PROHIBITED.
  - (a) No driveway apron shall extend out into the street farther than the face of the curb and under no circumstances shall such driveway apron extend into the gutter area. All driveway entrances and approaches shall be so constructed that they shall not interfere with the drainage of streets, side ditches or roadside areas or with any existing structure on the right-of-way.
  - (b) When required by the Director of Public Works to provide for adequate surface water drainage along the street, the property owner shall provide any necessary culvert pipe at his own expense. Culvert pipe so provided shall be a minimum diameter of 18 inches unless a variance is granted by the Board of Public Works. Culvert pipe shall be made of materials and of adequate strength, as approved by the Director of Public Works.
- (7) NUMBER OF APPROACHES. No more than one driveway entrance and approach shall be constructed for any lot or premises except where deemed necessary and feasible without undue impairment of safety, convenience and utility of the street by the Director of Public Works. Any 2 approaches serving the same parcel shall be at least 30 feet apart.
- (8) PAVING.
  - (a) All concrete driveway entrances and approaches constructed within the public right-of-way shall be constructed of air-entrained concrete and shall contain a minimum cement content of 6 94-pound bags per cubic yard of concrete. All aggregates shall be washed and shall not exceed 1½ inches in size. Concrete shall be a minimum of 6 inches thick.
  - (b) All driveway entrances and approaches in the public right-of-way which are constructed across existing sidewalks shall be concrete and shall provide a concrete sidewalk constructed to the elevation on record in the office of the Director of Public Works in conformance with the requirements for sidewalk construction and, in addition, shall be constructed to a minimum thickness of 6 inches.
  - (c) Driveway approaches constructed where no public sidewalk and no curb and gutter exists may be constructed of concrete or blacktop and shall be constructed to the elevation of future sidewalks. However, when public sidewalks are later constructed within the public



right-of-way, a portion of blacktop driveway approaches must be removed and replaced to provide a 6-inch thick concrete walk through the driveway in compliance with the requirements for sidewalk and driveway construction.

- (d) When driveways are constructed, replaced or restored in conjunction with City street improvement projects, they shall be constructed of concrete from the back of the curb to the location of the existing or future house-side of the sidewalk. Special assessments shall be levied in compliance with current policy.
- (e) Driveway approaches constructed where curb and gutter is already in place shall be constructed of concrete from the back of the curb to the location of the existing or future house-side of the sidewalk and in compliance with the requirements for sidewalk and driveway construction. The opening in the curb shall be constructed in compliance with the requirements for drive openings in curbs.

(9) REQUIREMENTS FOR DRIVE OPENINGS IN CURBS.

- (a) When a driveway is to be constructed that requires an opening in existing curb and gutter, the entire curb and gutter shall be removed and reconstructed of concrete to form a standard drive opening.
- (b) Standard drive openings shall be constructed to the specifications for curb and gutter, as required in §8.03, and in compliance with the standard detail drawing approved by the Board of Public Works and the City Council.
- (c) When a standard drive opening is constructed or reconstructed, the permittee shall also install a concrete drive approach between the line of the back side of the curb and the house side of the existing sidewalk or future sidewalk line where there is no existing sidewalk unless special permission is obtained from the Board of Public Works. Gravel is not permitted. (Am. #O-03-18)
- (d) All curb and gutter removed for the construction of a standard driveway opening shall be restored in compliance with applicable City Codes within 30 days of beginning removal.

(10) RESPONSIBILITY FOR DAMAGE OR REPLACEMENT. The permittee shall assume all responsibility for any injury or damage to persons or property resulting directly or indirectly during construction or repair of driveway approaches or entrances. Any sidewalk areas which are damaged or are inadequate by reason of vehicle travel across the sidewalk shall be replaced in accordance with existing requirements.

(11) REVOCATION OF DRIVEWAY PERMITS.

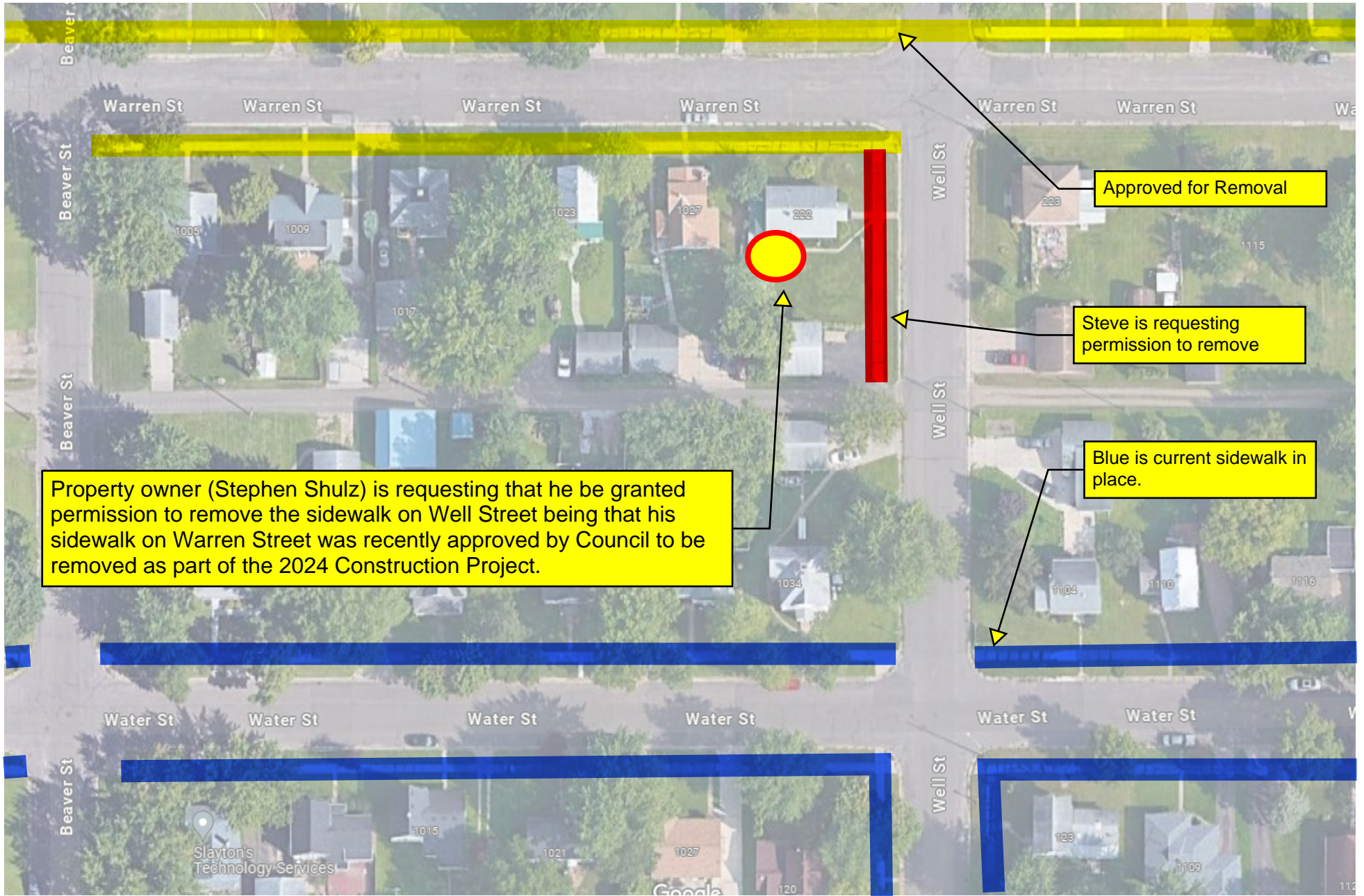
- (a) The City Council does hereby revoke the following driveway permits and directs that such areas be returned to on-street parking areas:
  - 1. 623 N. Bridge St., 2 drive openings on Bridge Street.
  - 2.

515 N. Bridge St., 2 drive openings on Bridge Street.

3. 401 Bay St., one drive opening on Columbia Street.
4. 104 W. Columbia St., one drive opening on Bay Street.
5. 100 N. Bridge St., one drive opening on Bridge Street.
6. 36 W. River St., one drive opening on Bay Street.
7. 22 W. River St., one drive opening on River Street.


(b) The City Council hereby declares that such areas shall be restored to on-street parking and shall be either marked with white lines or marked with white lines and new curbing may be ordered in. If new curbing is ordered, it shall be done through the special assessment procedure.

# Item 3 - Well Street Sidewalk Removal Request



**Item 4**

**OVERVIEW**

	<b>REVISION #3</b> <b>STATE/MUNICIPAL FINANCIAL</b> <b>AGREEMENT FOR A STATE- LET</b> <b>HIGHWAY PROJECT</b>	<b>Revision #3 Date: May 2, 2024</b> Revision #2 Date: March 25, 2022 Revision #1 Date: June 11, 2021 Date: May 23, 2019 I.D.: 8610-08-03/23/73 Road Name: STH 124 Title: Chippewa Falls - Bloomer Limits: Elm Street to CTH S County: Chippewa Roadway Length: 1.87 miles
	This agreement supersedes the agreement signed by the Municipality on July 5, 2022 and signed by WisDOT on August 10, 2022.	

**Rev#3**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-08-03</b> Preliminary Engineering: Plan Development	\$ 117,094	\$ 98,944	Bal	\$ 18,150	LS*
<b>8610-08-23</b> Real Estate Acquisition	\$ 48,000	\$ 48,000	100%	\$ -	0%
<b>8610-08-73</b> Construction:					
General Roadway (CAT 10)	\$ 1,752,936	\$ 1,752,936	100%	\$ -	0%
City Construction (CAT 20)**	\$ 5,454	\$ -	0%	\$ 5,454	100%
<b>Total Cost Distribution</b>	<b>\$ 1,923,484</b>	<b>\$ 1,899,880</b>		<b>\$ 23,604</b>	

**Rev#2**

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-08-03</b> Preliminary Engineering: Plan Development	\$ 117,094	\$ 98,944	Bal	\$ 18,150	LS*
<b>8610-08-23</b> Real Estate Acquisition	\$ 48,000	\$ 48,000	100%	\$ -	0%
<b>8610-08-73</b> Construction:					
General Roadway (CAT 10)	\$ 1,495,000	\$ 1,495,000	100%	\$ -	0%
City Construction (CAT 20)**	\$ 3,100	\$ -	0%	\$ 3,100	100%
<b>Total Cost Distribution</b>	<b>\$ 1,663,194</b>	<b>\$ 1,641,944</b>		<b>\$ 21,250</b>	

**\$31,000**



**REVISION #3**  
**STATE/MUNICIPAL FINANCIAL**  
**AGREEMENT FOR A STATE- LET**  
**HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on July 5, 2022 and signed by WisDOT on August 10, 2022.*

**Revision #3 Date: May 2, 2024**

Revision #2 Date: March 25, 2022

Revision #1 Date: June 11, 2021

Date: May 23, 2019

I.D.: 8610-08-03/23/73

Road Name: STH 124

Title: Chippewa Falls - Bloomer

Limits: Elm Street to CTH S

County: Chippewa

Roadway Length: 1.87 miles

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** The existing facility is a connecting highway within the City of Chippewa Falls for 1.16 miles, or 62% of the total project length of 1.87 miles. The facility is a state long truck route. The existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement will be a pavement resurfacing. Work will include pavement markings, culvert work, and curb ramp upgrades. The City-requested curb and gutter and driveway replacements will be 100% Municipally funded.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** None.

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-08-03</b> Preliminary Engineering: Plan Development	\$ 117,094	\$ 98,944	Bal	\$ 18,150	LS*
<b>8610-08-23</b> Real Estate Acquisition	\$ 48,000	\$ 48,000	100%	\$ -	0%
<b>8610-08-73</b> Construction: General Roadway (CAT 10)	\$ 1,752,936	\$ 1,752,936	100%	\$ -	0%
City Construction (CAT 20)**	\$ 5,454	\$ -	0%	\$ 5,454	100%
<b>Total Cost Distribution</b>	<b>\$ 1,923,484</b>	<b>\$ 1,899,880</b>		<b>\$ 23,604</b>	

\*LS = Lump Sum  
The total project length will be 1.87 miles. The Connecting Highway portion within the City of Chippewa Falls is approximately 1.16 miles, or 62% of the project. The Municipality share will be 25% of 62% of Design Costs (or \$18,150).

\*\*City Construction items will include curb and gutter and driveway replacements at City request and will be 100% locally funded.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and on behalf of the <b>City of Chippewa Falls</b>		
Name	Title	Date
Signed for and on behalf of the <b>State</b>		
Name	Title	Date

**TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement. Acquisition within Connecting Highway limits is the responsibility of the Municipality and is eligible for State reimbursement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of curb and gutter and driveway replacements not necessitated by project construction, and excluding any parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs including any curb and gutter and driveway replacements not necessitated by project construction.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction within the connecting highway segment. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage in the connecting highway segment.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.

7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
  - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
  - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
  - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
  - (d) Prohibit angle parking.
  - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
  - (f) 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.
  - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
  - (h) Coordinate with the State on changes to highway access within the project limits.
  - (i) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - (j) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc) for segments outside the connecting highway.
9. Basis for local participation:
  - (a) 8610-08-03 Design: The project length will be 1.87 miles. There is a segment within the City of Chippewa Falls that is connecting highway (Elm Street to Ojibwa Road). That segment is approximately 1.16 miles, or 62% of the project length. Design costs for that connecting highway segment will be 75% funded with Federal/State funds when the Municipality provides the remaining 25% of the 62% connecting highway portion, based on the Department's policy for connecting highways. Based on total estimate design costs of \$117,094, the Municipality will contribute a prorated lump sum payment of \$18,150.
  - (b) 8610-08-23 Real Estate: Costs for real estate acquisition will be 100% State funded. Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality.
  - (c) 8610-08-73 Construction: There is no cost share for the general roadway construction.
    - i. Costs for curb and gutter and driveway replacements not necessitated for project construction will be 100% locally funded, including oversight.

[END]





**REVISION #2**

**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on August 3, 2021 and signed by WisDOT on August 11, 2021.*

Revision #2 Date: March 25, 2022

Revision #1 Date: June 11, 2021

Date: May 23, 2019

I.D.: 8610-08-03/23/73

Road Name: STH 124

Title: Chippewa Falls - Bloomer

Limits: Elm Street to CTH S

County: Chippewa

Roadway Length: 1.87 miles

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** The existing facility is a connecting highway within the City of Chippewa Falls for 1.16 miles, or 62% of the total project length of 1.87 miles. The facility is a state long truck route. The existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement will be a pavement resurfacing. Work will include pavement markings, culvert work, and curb ramp upgrades. The City-requested curb and gutter and driveway replacements will be 100% Municipally funded.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** None.

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-08-03</b> Preliminary Engineering: Plan Development	\$ 117,094	\$ 98,944	Bal	\$ 18,150	LS*
<b>8610-08-23</b> Real Estate Acquisition	\$ 48,000	\$ 48,000	100%	\$ -	0%
<b>8610-08-73</b> Construction:					
General Roadway (CAT 10)	\$ 1,495,000	\$ 1,495,000	100%	\$ -	0%
City Construction (CAT 20)**	\$ 3,100	\$ -	0%	\$ 3,100	100%
<b>Total Cost Distribution</b>	<b>\$ 1,663,194</b>	<b>\$ 1,641,944</b>		<b>\$ 21,250</b>	

\*LS = Lump Sum

The total project length will be 1.87 miles. The Connecting Highway portion within the City of Chippewa Falls is approximately 1.16 miles, or 62% of the project. The Municipality share will be 25% of 62% of Design Costs (or \$18,150).

\*\*City Construction items will include curb and gutter and driveway replacements at City request and will be 100% locally funded.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the <b>City of Chippewa Falls</b> (please sign in blue ink)		
Name 	Title <b>Mayor</b>	Date <b>7/5/22</b>
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

**TERMS AND CONDITIONS:**


1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement. Acquisition within Connecting Highway limits is the responsibility of the Municipality and is eligible for State reimbursement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of curb and gutter and driveway replacements not necessitated by project construction, and excluding any parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs including any curb and gutter and driveway replacements not necessitated by project construction.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction within the connecting highway segment. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage in the connecting highway segment.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.

7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
  - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
  - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
  - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
  - (d) Prohibit angle parking.
  - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
  - (f) 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.
  - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
  - (h) Coordinate with the State on changes to highway access within the project limits.
  - (i) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - (j) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc) for segments outside the connecting highway.
9. Basis for local participation:
  - (a) 8610-08-03 Design: The project length will be 1.87 miles. There is a segment within the City of Chippewa Falls that is connecting highway (Elm Street to Ojibwa Road). That segment is approximately 1.16 miles, or 62% of the project length. Design costs for that connecting highway segment will be 75% funded with Federal/State funds when the Municipality provides the remaining 25% of the 62% connecting highway portion, based on the Department's policy for connecting highways. Based on total estimate design costs of \$117,094, the Municipality will contribute a prorated lump sum payment of \$18,150.
  - (b) 8610-08-23 Real Estate: Costs for real estate acquisition will be 100% State funded. Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality.
  - (c) 8610-08-73 Construction: There is no cost share for the general roadway construction.
    - i. Costs for curb and gutter and driveway replacements not necessitated for project construction will be 100% locally funded, including oversight.

[END]

**OVERVIEW**

 <p style="text-align: center;"><b>REVISION #3</b> <b>STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</b></p> <p><i>This agreement supersedes the agreement signed by the Municipality on July 5, 2022 signed by WisDOT on August 10, 2022.</i></p>	<p><b>Revision #3 Date: May 2, 2024</b></p> <p>Revision #2 Date: March 25, 2022</p> <p>Revision #1 Date: June 14, 2021</p> <p>Date: May 14, 2019</p> <p>I.D.: 8610-02-04/24/74</p> <p>Road Name: STH 124</p> <p>Title: C of Chippewa Falls, Bay Street</p> <p>Limits: High Street to Bridge Street</p> <p>County: Chippewa</p> <p>Roadway Length: 0.82 miles</p>
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**Rev#3**

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-02-04</b> Preliminary Engineering: Plan Development	\$ 217,237	\$ 162,928	75%	\$ 54,309	25%
<b>8610-02-24</b> Real Estate Acquisition	\$ 275,900	\$ 275,900	100%	\$ -	0%
<b>8610-02-74</b> Construction: General Construction CAT 10	\$ 1,586,350	\$ 1,586,350	100%	\$ -	0%
City construction CAT 20	\$ 262,905	\$ -	0%	\$ 262,905	100%
<b>Total Cost Distribution</b>	<b>\$ 2,342,392</b>	<b>\$ 2,025,178</b>		<b>\$ 317,214</b>	

**Rev#2**

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-02-04</b> Preliminary Engineering: Plan Development	\$ 217,237	\$ 162,928	75%	\$ 54,309	25%
<b>8610-02-24</b> Real Estate Acquisition	\$ 275,900	\$ 275,900	100%	\$ -	0%
<b>8610-02-74</b> Construction: General Construction CAT 10	\$ 1,173,000	\$ 1,173,000	100%	\$ -	0%
City construction CAT 20	\$ 230,000	\$ -	0%	\$ 230,000	100%
<b>Total Cost Distribution</b>	<b>\$ 1,896,137</b>	<b>\$ 1,611,828</b>		<b>\$ 284,309</b>	

8610-02-74 (CAT 0020)- 100% City Cost Share

**PREVIOUS INCREASE CAUSE**

Costs are increasing due to the following reasons:

- 1) HMA costs
  - a. HMA has been trending upwards over the past 6 months. New bid price estimates are \$88/ton (\$80/ton previously used). \$8/ton difference x 1,151 tons = \$9,208 increase
- 2) Milling costs
  - a. Milling costs have been trending upwards over the past 6 months. New bid price estimates are \$3.30/SY (\$2.00/SY previously used.) \$1.20/SY difference x 5,500 SY = \$6,600 increase
- 3) Added Driveway quantity on Elm Street (email attached)
  - a. 130 SY x \$60/SY = \$7,800 increase
- 4) Added curb and gutter quantity not needed for curb ramp replacements (email attached)
  - a. 1,724 LF x \$15/LF = \$25,860 increase

**355,000**



**REVISION #3**  
**STATE/MUNICIPAL FINANCIAL**  
**AGREEMENT FOR A STATE- LET**  
**HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on July 5, 2022 signed by WisDOT on August 10, 2022.*

**Revision #3 Date: May 2, 2024**

Revision #2 Date: March 25, 2022

Revision #1 Date: June 14, 2021

Date: May 14, 2019

I.D.: 8610-02-04/24/74

Road Name: STH 124

Title: C of Chippewa Falls, Bay Street

Limits: High Street to Bridge Street

County: Chippewa

Roadway Length: 0.82 miles

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** The existing facility is a connecting highway and is a state long truck route. It is a principal arterial roadway. The existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement will be a pavement resurfacing. Work will include pavement markings, curb ramp upgrades, and traffic signal modifications. Curb and gutter and driveway replacements requested by the City and parking lane resurfacing will be included at 100% Municipal funding. Proposed treatment for the resurfaced parking lanes will be a mill and pave of 3.25 inches. Parking lanes in both segments will be 6 feet wide.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Any necessary utility adjustments are the responsibility of the Municipality.

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-02-04</b> Preliminary Engineering: Plan Development	\$ 217,237	\$ 162,928	75%	\$ 54,309	25%
<b>8610-02-24</b> Real Estate Acquisition	\$ 275,900	\$ 275,900	100%	\$ -	0%
<b>8610-02-74</b> Construction: General Construction CAT 10	\$ 1,586,350	\$ 1,586,350	100%	\$ -	0%
City construction CAT 20	\$ 262,905	\$ -	0%	\$ 262,905	100%
<b>Total Cost Distribution</b>	<b>\$ 2,342,392</b>	<b>\$ 2,025,178</b>		<b>\$ 317,214</b>	

Design costs will be funded 75% with Federal/State funding when the Municipality provides the remaining 25%, based on the Department's cost share policy for connecting highways.

City construction will include parking lanes and City-requested curb and gutter replacements. Other non-participating work will include some driveway replacements at City request, and will be 100% Municipally-funded.

This request is subject to the terms and conditions that follow (pages 2– 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and on behalf of the **City of Chippewa Falls**

Name	Title	Date
Signed for and on behalf of the <b>State</b>		

**TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement. Acquisition within Connecting Highway limits is the responsibility of the Municipality and is eligible for State reimbursement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of curb and gutter, and driveway replacements not necessitated by project construction, and excluding parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs, including any curb and gutter and driveway replacements not necessitated project construction.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.



8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
  - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
  - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the traffic signal and street lighting system.
  - (d) Prohibit angle parking.
  - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
  - (f) 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.
  - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
  - (h) Coordinate with the State on changes to highway access within the project limits.
  - (i) Assume general responsibility for all public information and public relations for the project and to make a 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.
9. Basis for local participation:
- (a) 8610-02-04 Design Costs: Design costs will be funded 75% with Federal/State funding when the Municipality provides the remaining 25%, based on the Department's cost share policy for connecting highways.
  - (b) 8610-02-24 Real Estate Costs: Real Estate acquisition will be 100% State funded. Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality.
  - (c) 8610-02-74 Construction Costs: There is no local cost share for general roadway construction costs.
    - i. Costs for resurfacing and pavement replacement for the parking lanes will be 100% locally funded, including construction oversight.
    - ii. Costs for curb and gutter and driveway replacements not necessitated by project construction will be 100% locally funded, including oversight.

[END]



**REVISION #2**  
**STATE/MUNICIPAL FINANCIAL**  
**AGREEMENT FOR A STATE-LET**  
**HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on August 3, 2021 signed by WisDOT on August 11, 2021.*

Revision #2 Date: March 25, 2022

Revision #1 Date: June 14, 2021

Date: May 14, 2019

I.D.: 8610-02-04/24/74

Road Name: STH 124

Title: C of Chippewa Falls, Bay Street

Limits: High Street to Bridge Street

County: Chippewa

Roadway Length: 0.82 miles

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** The existing facility is a connecting highway and is a state long truck route. It is a principal arterial roadway. The existing pavement has reached the end of its useful life.

**Proposed Improvement - Nature of work:** The proposed improvement will be a pavement resurfacing. Work will include pavement markings, curb ramp upgrades, and traffic signal modifications. **Curb and gutter and driveway replacements requested by the City and parking lane resurfacing will be included at 100% Municipal funding.** Proposed treatment for the resurfaced parking lanes will be a mill and pave of 3.25 inches. Parking lanes in both segments will be 6 feet wide.

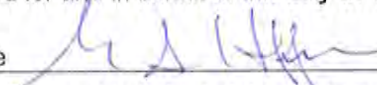
**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Any necessary utility adjustments are the responsibility of the Municipality.

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
<b>8610-02-04</b> Preliminary Engineering: Plan Development	\$ 217,237	\$ 162,928	75%	\$ 54,309	25%
<b>8610-02-24</b> Real Estate Acquisition	\$ 275,900	\$ 275,900	100%	\$ -	0%
<b>8610-02-74</b> Construction:					
General Construction CAT 10	\$ 1,173,000	\$ 1,173,000	100%	\$ -	0%
City construction CAT 20	\$ 230,000	\$ -	0%	\$ 230,000	100%
<b>Total Cost Distribution</b>	<b>\$ 1,896,137</b>	<b>\$ 1,611,828</b>		<b>\$ 284,309</b>	

City construction will include parking lanes and City-requested curb and gutter replacements. Other non-participating work will include some driveway replacements at City request, and will be 100% Municipally-funded.

This request is subject to the terms and conditions that follow (pages 2– 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the <b>City of Chippewa Falls</b> (please sign in blue ink)		
Name 	Title <b>Mayor</b>	Date <b>7-5-22</b>
Signed for and in behalf of the <b>State</b> (please sign in blue ink)		
Name _____	Title _____	Date _____

**TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement. Acquisition within Connecting Highway limits is the responsibility of the Municipality and is eligible for State reimbursement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of curb and gutter, and driveway replacements not necessitated by project construction, and excluding parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs, including any curb and gutter and driveway replacements not necessitated project construction.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - (h) Conditioning, if required and maintenance of detour routes.
  - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State

in behalf of the project.

7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
  - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
  - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
  - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the traffic signal and street lighting system.
  - (d) Prohibit angle parking.
  - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
  - (f) 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.
  - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
  - (h) Coordinate with the State on changes to highway access within the project limits.
  - (i) Assume general responsibility for all public information and public relations for the project and to make a 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.
9. Basis for local participation:
  - (a) 8610-02-04 Design Costs: Design costs will be funded 75% with Federal/State funding when the Municipality provides the remaining 25%, based on the Department's cost share policy for connecting highways.
  - (b) 8610-02-24 Real Estate Costs: Real Estate acquisition will be 100% State funded. Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality.
  - (c) 8610-02-74 Construction Costs: There is no local cost share for general roadway construction costs.
    - i. Costs for resurfacing and pavement replacement for the parking lanes will be 100% locally funded, including delivery oversight.
    - ii. Costs for curb and gutter and driveway replacements not necessitated by project construction will be 100% locally funded, including oversight.

[END]

**Item 5 - CMAR Report and Resolution  
(Handout provided at meeting)**

## 8.02 - SIDEWALK CONSTRUCTION AND REPAIR .

- (1) SIDEWALK GRADES. Where the grades of sidewalks have not been fixed by ordinance, they shall be laid to the established grade of the street.
- (2) STANDARD SIDEWALKS. (Am. #86-27)
  - (a) Standard sidewalks in the City shall be constructed, maintained or replaced to a width of 6 feet or more in those blocks where such widths now exist. In those blocks where no walk has been previously constructed, standard sidewalks shall be constructed to a width of 5 feet. In residential areas where an owner is replacing the sidewalk for his entire frontage, such standard sidewalk width may be reduced to 5 feet at the discretion of the Director of Public Works.
  - (b) Walks constructed to widths greater than either of the above shall be laid to extend completely to the curb lines.
  - (c) The Board of Public Works shall review decisions of the Public Works Director regarding walk width if requested by the affected owner and may reverse, modify or affirm such decision.
  - (d) All standard sidewalks shall be constructed of air-entrained concrete and shall contain a minimum cement content of 6 94-pound bags per cubic yard. Consistency shall be such that a slump of 4 inches shall not be exceeded when measured by a standard slump test. All aggregates shall be washed and shall not exceed 1½ inches in size. Equivalent materials may be approved by the Board of Public Works.
  - (e) Standard sidewalks shall be 4 inches thick laid on a well drained base course, shall be thoroughly consolidated, trowelled and given a brushed finish. Preformed expansion joint filler ½ inch thick shall be placed every 36 feet or less and at all radial points. The finished sidewalk shall be marked into 6-foot or 5-foot squares as the case may be by contraction joints approximately ½ inch wide and at least ¾ inch deep. The concrete shall be wood floated and given a broom finish crosswise of the sidewalk.
  - (f) All walks to be laid to grade and alignment given by the City Engineer and with a transverse slope of ¼ inch per foot minimum toward the center of the street. Sidewalks shall be cured as approved by the Director of Public Works.
  - (g) The construction, repairing or replacing of sidewalks shall be done subject to the approval of the Board of Public Works. If a public sidewalk over a filled-in basement is ordered to be repaired or replaced pursuant to §66.0907, Wis. Stats., and the City constructs the walk due to default of the owner, the Director of Public Works may cause the walk to be constructed to a thickness of 6 inches and reinforced with standard steel bars, if he determines that the basement area beneath the walk was not filled with granular material and adequately compacted.
  - (h)

Fees. The fee for setting grades for new sidewalk construction or total reconstruction shall be recommended by the Board of Public Works and established by the Common Council and may be modified from time to time by resolution. A schedule of fees established by the Common Council shall be available for review at the Department of Public Works. (Cr. #05-20)

- (3) SPECIFICATIONS. All sidewalks shall be structured according to standards established by the Board of Public Works. All laying, repairing or replacing of sidewalks shall be done subject to the approval of the Director of Public Works.
- (4) SPECIAL ASSESSMENTS. Special assessments for the laying of sidewalks shall be levied pursuant to §3.08 of this Municipal Code.
- (5) REPAIRS. (Am. #O-01-08) Section 66.0907, Wis. Stats., shall apply. The Senior Civil Engineering Technician shall perform the duties prescribed therein for the Board of Public Works under the direction of the Public Works Director.
- (6) REVIEW OF SIDEWALK ORDERS. (Cr. #89-36; Ren. MSC '90; Am. #O-01-08)
  - (a) When an order to repair or replace a sidewalk or a portion thereof is issued as provided by this section and §66.0907, Wis. Stats., and the owner of the affected property alleges that there is an error in such order, such aggrieved owner may request that the Board of Public Works review the order. (Am. #O-01-08)
  - (b) A request for review of a sidewalk order shall be filed with the Director of Public Works on forms provided for that purpose within 10 days of receiving such order.
  - (c) Expiration of the statutory 20-day notice period shall be stopped upon the day that the signed request for review form is filed and shall be resumed again after review by the Board of Public Works, unless the Board of Public Works reverses and cancels such sidewalk order.
  - (d) Upon receipt, the request for review shall be placed on the agenda of the next regularly scheduled Board of Public Works meeting. The Board shall reverse, affirm wholly or partly, or modify the order within 30 days that such order is first reviewed by the Board of Public Works. A concurring vote of 3 members shall be required to modify or reverse any sidewalk order.



## 66.0907 Sidewalks.

- (1) PART OF STREET; OBSTRUCTIONS. Streets shall provide a right-of-way for vehicular traffic and, where the council requires, a sidewalk on either or both sides of the street. The sidewalk shall be for the use of persons on foot, and no person may encumber the sidewalk with boxes or other material. The sidewalk shall be kept clear for the use of persons on foot.
- (2) GRADE. If the grades of sidewalks are not specially fixed by ordinance, the sidewalks shall be laid to the established grade of the street.
- (3) CONSTRUCTION AND REPAIR.
  - (a) *Authority of council.* The council may by ordinance or resolution determine where sidewalks shall be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks. The standard may be different for different streets. The council may order by ordinance or resolution sidewalks to be laid as provided in this subsection.
  - (b) *Board of public works.* The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.
  - (c) *Notice.* A copy of the ordinance, resolution or order directing the laying, removal, replacement or repair of sidewalks shall be served upon the owner, or an agent, of each lot or parcel of land in front of which the work is ordered. The board of public works, or either the street commissioner or the city engineer if so requested by the council, may serve the notice. Service of the notice may be made by any of the following methods:
    1. Personal delivery.
    2. Certified or registered mail.
    3. Publication in the official newspaper as a class 1 notice, under ch. 985, together with mailing by 1st class mail if the name and mailing address of the owner or an agent can be readily ascertained.
  - (d) *Default of owner.* If the owner neglects for a period of 20 days after service of notice under par. (c) to lay, remove, replace or repair the sidewalk the city may cause the work to be done at the expense of the owner. All work for the construction of sidewalks shall be let by contract to the lowest responsible bidder except as provided in s. 62.15 (1).
  - (e) *Minor repairs.* If the cost of repairs of any sidewalk in front of any lot or parcel of land does not exceed the sum of \$100, the board of public works, street commissioner or city engineer, if so required by the council, may immediately repair the sidewalk, without notice, and charge the cost of the repair to the owner of the lot or parcel of land, as provided in this section.
  - (f) *Expense.* The board of public works shall keep an accurate account of the expenses of laying, removing and repairing sidewalks in front of each lot or parcel of land, whether the work is done by contract or otherwise, and report the expenses to the comptroller. The comptroller shall annually prepare a statement of the expense incurred in front of each lot or parcel of land and report the amount to the city clerk. The amount charged to each lot or parcel of land shall be entered by the clerk in the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel of land and collected like other taxes upon real estate. The council by resolution or ordinance may provide that the expense incurred may be paid in up to 10 annual installments and the comptroller shall prepare the expense statement to reflect the installment payment schedule. If annual installments for sidewalk expenses are authorized, the city clerk shall charge the amount to each lot or parcel of land and enter it on the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel each year until all installments have been entered, and the amount shall be collected like other taxes upon real estate. The council may provide that the street commissioner or city engineer perform the duties imposed by this section on the board of public works.
- (5) SNOW AND ICE. The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing in front of any lot or parcel of land shall be included in the statement to the comptroller required by sub. (3) (f), in the comptroller's statement to the city clerk and in the special tax to be levied. The city may also impose a fine or penalty for neglecting to keep sidewalks clear of snow and ice.
- (6) REPAIR AT CITY EXPENSE. The council may provide that sidewalks shall be kept in repair by and at the expense of the city or may direct that a certain proportion of the cost of construction, reconstruction or repair be paid by the city and the balance by abutting property owners.
- (7) RULES. The council may by ordinance implement the provisions of this section, regulate the use of the sidewalks of the city and prevent their obstruction.
- (10) APPLICATION OF SECTION; DEFINITIONS. The provisions of this section do not apply to 1st class cities but apply to towns and villages, and when applied to towns and villages:

(a) "Board of public works" means the committee or officer designated to handle street or sidewalk matters.

(b) "City" means town or village.

(c) "Comptroller" means clerk.

(d) "Council" means town board or village board.

**History:** [1975 c. 172, 356, 421, 422](#); [1979 c. 32](#); [1983 a. 189, 532](#); [1991 a. 316](#); [1993 a. 490](#); [1999 a. 150 s. 542](#); Stats. 1999 s. [66.0907](#); [2015 a. 55](#).

A city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance. *Kobelinski v. Milwaukee & Suburban Transport Corp.*, [56 Wis. 2d 504, 202 N.W.2d 415](#) (1972).

The property owners' failure to remove snow and ice from sidewalks in violation of a municipal ordinance did not constitute negligence per se. *Hagerty v. Village of Bruce*, [82 Wis. 2d 208, 262 N.W.2d 102](#) (1978).

A city, exercising its police power, can impose a special tax on properties for the cost of installing a sidewalk on an adjacent city right-of-way without showing that the properties would be benefited. *Stehling v. City of Beaver Dam*, [114 Wis. 2d 197, 336 N.W.2d 401](#) (Ct. App. 1983).

**Item 6 - Sidewalk Repair Program Review  
(Additional information provided at meeting)**