

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, December 20, 2016 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Regular Council Meeting of December 6, 2016.
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) Consider Board of Public Works minutes of December 12, 2016.
 - (b) The Plan Commission meeting of December 12, 2016 was cancelled due to a lack of agenda items.
 - (c) Consider Transit Board minutes of December 6, 2016. *(minutes to be distributed prior to meeting)*
7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code -
 - (a) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of December 14, 2016.
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of December 15, 2016.
 - (c) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of December 20, 2016. *(minutes to be distributed prior to meeting)*
 - (d) Park Board minutes of December 13, 2016.
8. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) Consider **Ordinance #2016-14 Entitled:** An Ordinance Creating Permanent Stop Signs on the Following Streets Stop Signs Code Section §7.03 of the Chippewa Falls Municipal Code.
14. **RESOLUTIONS**
 - (a) Consider **Resolution #2016-46 Entitled:** Resolution Authorizing an Annual Wage Adjustment for 2017 for Non-Represented and Management Employees.
 - (b) Consider **Resolution #2016-47 Entitled:** Resolution to Adopt the City of Chippewa Falls 2017-2021 Five Year Street Improvement Program, as the Official Municipal Street Improvement Plan.
15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
 - (a) Discuss and consider State/Municipal Agreement for the Chippewa River State Trail completion.
16. **CLAIMS**
 - (a) Consider claims as recommended by the Claims Committee.

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 December 16, 2016 at 1:15 pm 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, December 6, 2016 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Olson, and Paul Nadreau.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Utilities Office Manager Connie Freagon, and City Clerk Bridget Givens.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Kiefer/Monarski** to approve the minutes of the Regular Council Meeting of November 15, 2016. **All present voting aye, motion carried.**

(b) **Motion by King/Hull** to approve the minutes of the Special Council Meeting of December 6, 2016. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works meeting of November 21, 2016 was cancelled due to a lack of agenda items.

COUNCIL COMMITTEE REPORTS - None

APPLICATIONS

(a) **Motion by King/Nadreau** to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT

(a) Mayor Hoffman recognized the Groundwater Guardian Team for earning their 2016 Groundwater Guardian designation.

REPORT OF OFFICERS - None

ORDINANCES - None

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Clerk Givens advised that Robert (Bob) Hoekstra completed a campaign registration statement and declaration of candidacy for the Seventh Ward Alderperson position which is up for re-election in April 2017. The deadline to submit all required paperwork is January 3, 2017. It was suggested the Council wait to see if any other candidates submit their papers. If no other papers are received, the Council may consider appointing Mr. Hoekstra to fulfill the term of Brent Ford due to his resignation.

CLAIMS

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

City General Claims:	\$434,838.11
Authorized/Handwritten Claims:	\$11,401.85
Department of Public Utilities:	<u>\$274,481.60</u>
Total of Claims Presented	<u>\$720,721.56</u>

Roll Call Vote: Aye – Olson, King, Hull, Nadreau, Monarski, Kiefer. Motion carried.

CLOSED SESSION - None

ADJOURNMENT

Motion by King/Olson to adjourn at 6:40 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 12, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 12, 2016 at 5:30 PM. Present were Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent were Mayor Greg Hoffman and Alderperson Paul Olson.

1. **Motion** by Bauer, seconded by Rubenzer to approve the minutes of the November 7, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached Chippewa Falls Tentative Street Improvement Program 2017-2021. The said program is sent out to all residents along the project routes three years in advance. The Street Improvement Program must be established in order to be eligible to receive Local Road Improvement Program Funding.
Motion by Rubenzer, seconded by Bauer to recommend the Common Council approve the attached Chippewa Falls Tentative Street Improvement Program 2017-2021 and corresponding resolution. The approval is contingent on Committee #1 and Common Council approval of the funding through the Capital Improvement Program in the appropriate year. **All present voting aye. MOTION CARRIED.**

3. The Board considered the attached revision to City ordinance 7.031 to enumerate existing stop signs into the ordinance. Director of Public Works Rubenzer reaffirmed that listed stop signs were in place at locations around the city but previously weren't listed in the ordinance.
Motion by Rubenzer, seconded by Senn to recommend the Common Council incorporate the attached list of stop signs into Municipal Code Chapter 7.031 pending review and approval of the list by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

4. The Board reviewed and discussed the attached Snow Removal Policy for the City of Chippewa Falls. Director of Public Works Rubenzer stated that the mailbox policy had been made part of the official snow removal policy during the 2015-2016 winter season. He noted that about ten downtown businesses had pushed their parking lot snow into the street after the first significant snowstorm this year and would be billed for the City service required to remove the snow if the snow wasn't removed by the business in a timely fashion. **No action taken.**

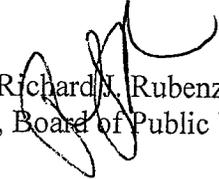
5. The Board discussed the attached State-Municipal Agreement for a local-let transportation alternatives program, (TAP), project for the completion of the Chippewa River State Trail Bike and Pedestrian Path. Director of Public Works Rubenzer explained that both the Village of Lake Hallie and Chippewa Falls City Council had executed an intergovernmental agreement detailing the project. The City of Chippewa Falls will sponsor, design and construction administrate the project. The financial split

Please note, these are draft minutes and may be amended until approved by the Common Council.

will be 80% federal/state funding with the City and Village splitting the remaining 20% based on path lengths in each respective municipality. The City will be reimbursed for design and administration according to the split. The City will pay for project costs and be reimbursed within 30 days per the agreements.

Motion by Rubenzer, seconded by Senn to recommend the Common Council approve the attached State-Municipal Agreement for a local-let transportation alternatives program, (TAP), project for the completion of the Chippewa River State Trail Bike and Pedestrian Path. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Bauer, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:02 P.M.


Richard J. Rubenzer, PE
Secretary, Board of Public Works

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: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on Monday, November 21, 2016 at 5:30 P.M. 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 this meeting, please contact the Engineering Dept at 726-2736.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, NOVEMBER 21, 2016

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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 placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, November 16, 2016 at 9:00 AM by Mary Bowe.

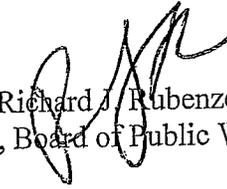
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, NOVEMBER 7, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, November 7, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Darrin Senn was absent.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the October 24, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer presented the attached Intergovernmental Cooperation Agreement with the Village of Lake Hallie for completion of the Chippewa River State Trail. The Board of Public Works discussed responsibility between the two municipalities. The Village of Lake Hallie would be responsible for the length of path/trail in the Village Corporate Limits, (1.21 miles), and the City of Chippewa Falls would be responsible for the length in the City of Chippewa Falls, (0.43 miles). Estimated dollar amounts are \$52,576.36 for Chippewa Falls and \$74,419.39 for the Village of Lake Hallie of the \$126,995.75 estimated local share. As per the agreement, the City would pay for the entire project cost as incurred and then be reimbursed within thirty days by the Village of Lake Hallie. Also, each municipality would be responsible for right-of-way acquisitions in their own jurisdictions.
Motion by Hoffman, seconded by Olson to recommend the Common Council approve the Intergovernmental Cooperation Agreement with the Village of Lake Hallie for completion of the Chippewa River State Trail and authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:44 P.M.


Richard J. Rubenzer, PE
Secretary, Board of Public Works

**RESOLUTION TO ADOPT THE CITY OF CHIPPEWA FALLS
2017-2021 FIVE YEAR STREET IMPROVEMENT PROGRAM,
AS THE OFFICIAL MUNICIPAL STREET IMPROVEMENT PLAN**

WHEREAS, the City of Chippewa Falls, has updated the five year street improvement plan for the City; and

WHEREAS, this plan identifies specific recommendations and priorities for improving the streets within the City of Chippewa Falls; and

WHEREAS, municipalities are required to have a municipal street improvement plan on file with the Wisconsin Department of Transportation in order to be eligible to obtain state and federal cost-sharing financial aids for the improvement of streets.

NOW, THEREFORE BE IT RESOLVED, that the Common Council hereby adopts the City of Chippewa Falls 2017-2021 Five Year Street Improvement Program as the official municipal street improvement plan.

Dated this 20th day of December, 2016

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

PUBLISHED: _____

§7.031(1)(nm), §7.031(1)(nn), §7.031(1)(no) and §7.031(1)(np) of the Chippewa Falls Municipal Code be created to provide as follows:

7.031 STOP SIGNS.

(1) PERMANENT. Official stop signs shall be erected to control traffic on the following streets:

- ...
- (cr) Westbound traffic on First Avenue at its intersection with Jefferson Avenue.
- ...
- (cs) Westbound traffic on Second Avenue at its intersection with Jefferson Avenue.
- ...
- (ct) Northeast bound and Southwest bound traffic on Birch Street at its intersection with Bay Street.
- (cu) Northeast bound traffic on Birch Street at its intersection with High Street.
- ...
- (cv) Southeast bound traffic on Bridge Street at its intersection with Elm Street.
- ...
- (cw) Eastbound traffic on Bridgewater Avenue at its intersection with Jefferson Avenue.
- ...
- (cx) Northwest bound and Southeast bound traffic on Cashman Drive at its intersection with State Highway #178.
- ...
- (cy) Southwest bound traffic on Cedar Street at its intersection with High Street.
- ...
- (cz) Northeast bound and Southwest bound traffic on Central Street at its intersection with Rushman Drive.
- ...
- (da) Northeast bound and East bound traffic on Chippewa Crossing Boulevard at its intersection with State Highway #178.
- ...
- (db) Northeast bound traffic on Chippewa Crossing Boulevard at its intersection with Business Highway #29.
- ...
- (dc) Northeast bound traffic on Columbia Street at its intersection with Rushman Drive.
- ...

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- (dd) Southwest bound traffic on Columbia Street at its intersection with High Street.
...
- (de) Southwest bound traffic on Court Street at its intersection with State Highway #124.
...
- (df) Northwest bound and North bound traffic on Dump Station Road at its intersection with River Street.
...
- (dg) Northwest bound traffic on Edward Street at its intersection with Jefferson Avenue.
...
- (dh) Northeast bound traffic on Elm Street at its intersection with Bridge Street and High Street.
...
- (di) Southwest bound traffic on Elm Street at its intersection with Jefferson Avenue.
...
- (dj) Northeast bound traffic on Fair Street at its intersection with Jefferson Avenue.
...
- (dk) Southbound traffic on Fleet Street at its intersection with River Street.
...
- (dl) Northeast bound and Southeast bound traffic on Glen Loch Road at its intersection with Jefferson Avenue.
...
- (dm) Northwest bound traffic on High Street at its intersection with Elm Street.
...
- (dn) Northbound traffic on State Highway #124 at its intersection with Summit Avenue.
...
- (do) Southeast bound traffic on State Highway #124 at its intersection with Park Avenue.
...
- (dp) Southeast bound traffic on Island Street at its intersection with River Street.
...
- (dq) Northeast bound and Southwest bound traffic on John Street at its intersection with Jefferson Avenue.
...
- (dr) Northeast bound traffic on Lakeview Drive at its intersection with State Highway #178.
...

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- (ds) Southbound traffic on Ojibwa Road at its intersection with Jefferson Avenue.
...
- (dt) Northwest bound and Southeast bound traffic on Olson Drive at its intersection with State Highway #178.
...
- (du) Southbound traffic on Regent Street at its intersection with River Street.
...
- (dv) Southbound traffic on River Street at its intersection with West Business Highway #29.
...
- (dw) Northeast bound and Southwest bound traffic on Spring Street at its intersection with Rushman Drive.
...
- (dx) Northeast bound and Southwest bound traffic on Spruce Street at its intersection with High Street and Bay Street.
...
- (dy) Southeast bound traffic on Superior Street at its intersection with River Street.
...
- (dz) Southeast bound traffic on Taylor Street at its intersection with River Street.
...
- (ea) Southbound traffic on Wagner Street at its intersection with River Street.
...
- (eb) Northeast bound and Southwest bound traffic on Willow Street at its intersection with Bay Street and High Street.
...
- (ec) Northwest bound and Southeast bound traffic on Albert Street at its intersection with Willow Street.
...
- (ed) Northeast bound and Southwest bound traffic on Allen Street at its intersection with Rural Street.
...
- (ee) Northbound and Southbound traffic on Broadway Avenue at its intersection with Fourth Avenue.
...
- (ef) Southbound traffic on Buttonhoff Road at its intersection with East South Avenue.
...
- (eg) Northbound traffic on Buttonhoff Road at its intersection with Garden Street.
...

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- (eh) Northeast bound traffic on Canal Street at its intersection with Old Eau Claire Road.
...
- (ei) Northwest bound and Southeast bound traffic on Carson Street at its intersection with Willow Street.
...
- (ej) Northbound traffic on Cashman Drive at its intersection with Technology Way.
...
- (ek) Northbound and Southbound traffic on Cashman Drive at its intersection with Wisconsin Central LTD Railroad tracks.
...
- (el) Northwest bound and Southeast bound traffic on Chippewa Mall Drive at its intersection with Summit Avenue (left side and right side of street).
...
- (em) Westbound traffic on Chippewa Mall Drive at its intersection with Summit Avenue.
...
- (en) Northbound and Southbound traffic on Chippewa Street at its intersection with Linden Street.
...
- (eo) Northwest bound and Southeast bound traffic on Culver Street at its intersection with Central Street.
...
- (ep) Northeast bound and Southwest bound traffic on Dover Street at its intersection with Governor Street.
...
- (eq) Southeast bound traffic on Durch Drive at its intersection with Pumphouse Road.
...
- (er) Eastbound traffic on Dutchman Court at its intersection with Durch Drive.
...
- (es) Southeast bound traffic on Dutchman Drive at its intersection with Pumphouse Road.
...
- (et) Eastbound and Westbound traffic on Dwight Street at its intersection with Terrill Street.
...
- (eu) Northbound and Southbound traffic on Eagle Street at its intersection with Mansfield Street.
...
- (ev) Southbound traffic on Eagle Street at its intersection with Rutledge Street.
...

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- (ew) Eastbound and Westbound traffic on Evergreen Lane at its intersection with Whispering Pine Drive.
...
- (ex) Eastbound and Westbound traffic on Garden Street at its intersection with Lynn Street, Grant Street, Maple Street and Wilson Street.
...
- (ey) Northbound and Southbound traffic on Gerald Street at its intersection with Prairie View Road.
...
- (ez) Northwest bound and Westbound traffic on Grady Drive at its intersection with Pumphouse Road.
...
- (fa) Northeast bound traffic on Grand Avenue at its intersection with Island Street.
...
- (fb) Eastbound traffic on Greenbriar Road at its intersection with Scheidler Road.
...
- (fc) Southbound traffic on Greenbriar Road at its intersection with Dutchman Drive.
...
- (fd) Westbound traffic on Greenville Street at its intersection with Main Street.
...
- (fe) Northbound traffic on Joseph Street at its intersection with East South Avenue.
...
- (ff) Southeast bound traffic on Judith Street at its intersection with Elm Street.
...
- (fg) Southwest bound traffic on Kennedy Road at its intersection with Williams Street.
...
- (fh) Southbound traffic on Kurth Road at its intersection with First Avenue.
...
- (fi) Eastbound and Westbound traffic on Lakeview Drive at its intersection with Commerce Parkway.
...
- (fj) Eastbound and Westbound traffic on Linden Street at its intersection with Main Street.
...
- (fk) Southbound traffic on Lowater Road at its intersection with Lakeview Drive.
...

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- (fl) Eastbound and Westbound traffic on Macomber Street at its intersection with Terrill Street.
...
- (fm) Northbound and Southbound traffic on Main Street at its intersection with Garden Street.
...
- (fn) Northeast bound and Southwest bound traffic on Miles Street at its intersection with Governor Street.
...
- (fo) Eastbound traffic on Northridge Drive at its intersection with Wheaton Street.
...
- (fp) Southbound traffic on Oak Hollow Drive at its intersection with Summit Avenue.
...
- (fq) Eastbound and Westbound traffic on Olive Street at its intersection with Terrill Street.
...
- (fr) Northwest bound traffic on Olson Drive at its intersection with Cashman Drive.
...
- (fs) Northwest bound and Southeast bound traffic on Peck Street at its intersection with Willow Street.
...
- (ft) Northbound and Southbound traffic on Perry Street at its intersection with Spruce Street.
...
- (fu) Eastbound and Westbound traffic on Pine Cone Lane at its intersection with Whispering Pine Drive.
...
- (fv) Northwest bound traffic on Pine Street at its intersection with Grand Avenue.
...
- (fw) Westbound traffic on Prairie View Road at its intersection with the western driveway of Chippewa Commons.
...
- (fx) Southwest bound traffic on Prairie View Road at its intersection with Terrace Drive.
...
- (fy) Northwest bound traffic on Pumphouse Road at its intersection with Scheidler Road.
...
- (fz) Northeast bound and Southwest bound traffic on Rand Street at its intersection with Governor Street.

- ...
- (ga) Northeast bound and Southwest bound traffic on River Street at its intersection with Rural Street.
- ...
- (gb) Northbound traffic on East South Avenue at its intersection with the eastern driveway and center driveway of Chippewa Commons.
- ...
- (gc) Eastbound and Westbound traffic on Spruce Street at its intersection with Tropicana Boulevard and Pearl Street.
- ...
- (gd) Northwest bound traffic on Stump Lake Road at its intersection with Pumphouse Road.
- ...
- (ge) Westbound traffic on Summit Avenue at its intersection with Irvine Street.
- ...
- (gf) Southwest bound traffic on Summit Avenue at its intersection with Chippewa Mall Drive.
- ...
- (gg) Northeast bound traffic on Summit Avenue at its intersection with Park Avenue.
- ...
- (gh) Northwest bound and Southeast bound traffic on Superior Street at its intersection with Grand Avenue and Willow Street.
- ...
- (gi) Southwest bound traffic on Terrace Drive at its intersection with Prairie View Road.
- ...
- (gj) Southbound traffic on Terrill Street at its intersection with Bridgewater Avenue.
- ...
- (gk) Northbound and Southbound traffic on Tropicana Boulevard at its intersection with Mansfield Street.
- ...
- (gl) Eastbound and Westbound traffic on Warren Street at its intersection with Well Street.
- ...
- (gm) Eastbound traffic on Weather Ridge Road at its intersection with Scheidler Road.
- ...
- (gn) Southbound traffic on Well Street at its intersection with Front Street.
- ...
- (go) Northbound and Southbound traffic on Wheaton Street at its intersection with Elm Street.

...

(gp) Southeast bound traffic on Williams Street at its intersection with Kennedy Road.

...

(gq) Eastbound traffic on Williams Street at its intersection with Palmer Street.

...

(gr) Northeast bound and Southwest bound traffic on Willow Street at its intersection with Governor Street.

...

(gs) Northbound and Southbound traffic on Wilson Street at its intersection with Wisconsin Street.

...

(gt) Northbound and Southbound traffic on A Street at its intersection with Wisconsin Street and Summit Avenue.

...

(gu) Southbound traffic on A Street at its intersection with Chapman Road.

...

(gv) Northwest bound and Southeast bound traffic on Albert Street at its intersection with Columbia Street.

...

(gw) Northwest bound traffic on Albert Street at its intersection with Miles Street.

...

(gx) Southbound traffic on Albert Street at its intersection with Coleman Street.

...

(gy) Northeast bound and Southwest bound traffic on Allen Street at its intersection with State Street.

...

(gz) Northwest bound traffic on B Street at its intersection with Park Avenue.

...

(ha) Northbound and Southbound traffic on Badger Street at its intersection with Water Street.

...

(hb) Southbound traffic on Badger Street at its intersection with Grand Avenue.

...

(hc) Eastbound traffic on Bay Street at its intersection with Cedar Street.

...

(hd) Northwest bound traffic on Beach Drive at its intersection with Wisconsin Green Boulevard.

...

Ordinance No. 2016-14

- (he) Southbound traffic on Bear Den Road at its intersection with Bridgewater Avenue.
...
- (hf) Northwest bound traffic on Bear Den Road at its intersection with Irvine Park Drive.
...
- (hg) Northbound and Southbound traffic on Beaver Street at its intersection with Water Street.
...
- (hh) Southeast bound traffic on Beaver Street at its intersection with Grand Avenue.
...
- (hi) Northwest bound traffic on Bergman Road at its intersection with Kennedy Road.
...
- (hj) Northeast bound and Southwest bound traffic on Birch Street at its intersection with Bridge Street.
...
- (hk) Northwest bound traffic on Bridge Street at its intersection with Elm Street.
...
- (hl) Eastbound and Westbound traffic on Bridgewater Avenue at its intersection with Wheaton Street.
...
- (hm) Southbound traffic on Broadway Avenue at its intersection with First Avenue.
...
- (hn) Northeast bound and Southwest bound traffic on Canal Street at its intersection with Main Street.
...
- (ho) Northwest bound and Southeast bound traffic on Carson Street at its intersection with Columbia Street.
...
- (hp) Northwest bound and Southbound traffic on Carson Street at its intersection with Coleman Street.
...
- (hq) Westbound traffic on Cedar Street at its intersection with Terrill Street.
...
- (hr) Eastbound and Westbound traffic on Cedar Street at its intersection with Wheaton Street.
...
- (hs) Eastbound traffic on Cedar Street at its intersection with Oak Street.
...

Ordinance No. 2016-14

- (ht) Southwest bound traffic on Cedar Street at its intersection with Bridge Street.
...
- (hu) Northwest bound traffic on Center Street at its intersection with Canal Street.
...
- (hv) Southwest bound traffic on Central Street at its intersection with State Street.
...
- (hw) Northeast bound traffic on Central Street at its intersection with State Avenue.
...
- (hx) Westbound traffic on Chapman Road at its intersection with Woodward Avenue.
...
- (hy) Northbound traffic on Charles Street at its intersection with First Avenue.
...
- (hz) Southbound traffic on Chippewa Crossing Boulevard at its intersection with East South Avenue.
...
- (ia) Northwest bound traffic on Chippewa Mall Drive at its intersection with Park Avenue.
...
- (ib) Southbound traffic on Chippewa Street at its intersection with Wisconsin Street.
...
- (ic) Northbound and Southbound traffic on Chippewa Street at its intersection with Greenville Street.
...
- (id) Northwest bound traffic on Chippewa Street at its intersection with Canal Street.
...
- (ie) Northeast bound and Southwest bound traffic on Church Street at its intersection with State Street.
...
- (if) Northeast bound traffic on Cliff Street at its intersection with Main Street.
...
- (ig) Eastbound and Westbound traffic on Coleman Street at its intersection with Wheaton Street and Terrill Street.
...
- (ih) Southwest bound traffic on Columbia Street at its intersection with Mansir Street.
...

Ordinance No. 2016-14

- (ii) Northeast bound traffic on Columbia Street at its intersection with State Street.
...
- (ij) Eastbound and Westbound traffic on Cottage Lane at its intersection with Wissota Green Parkway.
...
- (ik) Southwest bound traffic on Court Street at its intersection with State Street.
...
- (il) Northwest bound and Southeast bound traffic on Culver Street at its intersection with Grand Avenue and Spring Street.
...
- (im) Northbound traffic on Depot Street at its intersection with Canal Street.
...
- (in) Southbound traffic on Division Street at its intersection with Water Street.
...
- (io) Northeast bound traffic on Dover Street at its intersection with Coleman Street.
...
- (ip) Northeast and Southwest bound traffic on Dover Street at its intersection with Mansir Street.
...
- (iq) Northwest bound traffic on Duncan Street at its intersection with Canal Street.
...
- (ir) Westbound traffic on Dutchman Drive at its intersection with Dorch Street.
...
- (is) Eastbound and Westbound traffic on Dwight Street at its intersection with Wheaton Street.
...
- (it) Southbound traffic on Eagle Street at its intersection with Coleman Street.
...
- (iu) Northbound and Southbound traffic on Eagle Street at its intersection with Spruce Street, Cedar Street, Elm Street and Bridgewater Avenue.
...
- (iv) Northbound traffic on East Street at its intersection with Kennedy Road.
...
- (iw) Eastbound traffic on Edward Street at its intersection with State Avenue.
...
- (ix) Eastbound and Westbound traffic on Elm Street at its intersection with Wheaton Street and Superior Street.
...

Ordinance No. 2016-14

- (iy) Southbound traffic on Fox Run Drive at its intersection with Elm Street.
...
- (iz) Eastbound and Westbound traffic on Front Street at its intersection with Grand Avenue.
...
- (ja) Southeast bound traffic on Garden Street at its intersection with Chippewa Crossing Boulevard.
...
- (jb) Eastbound traffic on Garden Street at its intersection with Woodward Avenue and Park Avenue.
...
- (jc) Southbound traffic on Garden Street at its intersection with Buttenhoff Road.
...
- (jd) Eastbound traffic on Goldsmith Street at its intersection with State Avenue.
...
- (je) Northwest bound and Southeast bound traffic on Governor Street at its intersection with Columbia Street.
...
- (jf) Northwest bound traffic on Governor Street at its intersection with Wheaton Street.
...
- (jg) Southbound traffic on Grant Street at its intersection with East South Avenue.
...
- (jh) Southwest bound traffic on Greenville Street at its intersection with Park Avenue.
...
- (ji) Eastbound traffic on Greenville Street at its intersection with A Street and Main Street.
...
- (jj) Eastbound and Westbound traffic on Greenville Street at its intersection with Woodward Avenue.
...
- (jk) Northwest bound traffic on Grove Street at its intersection with Central Street.
...
- (jl) Northwest bound and Southeast bound traffic on Grove Street at its intersection with Spring Street, Court Street, Grand Avenue and Columbia Street.
...
- (jm) Southeast bound traffic on Halblieb Road at its intersection with Kennedy Road and First Avenue.

- ...
- (jn) Southeast bound traffic on Hauptmann Road at its intersection with Kennedy Road.
 - ...
 - (jo) Northwest bound and Southeast bound traffic on Herbert Street at its intersection with Canal Street
 - ...
 - (jp) Northwest bound and Southeast bound traffic on Herschel Street at its intersection with Spring Street.
 - ...
 - (jq) Northwest bound traffic on Herschel Street at its intersection with Grand Avenue.
 - ...
 - (jr) Southeast bound traffic on High Street at its intersection with Elm Street.
 - ...
 - (js) Northwest bound and Southeast bound traffic on High Street at its intersection with Spring Street and Central Street.
 - ...
 - (jt) Northwest bound traffic on High Street at its intersection with Grand Avenue.
 - ...
 - (ju) Southbound traffic on Hilary Street at its intersection with Elm Street.
 - ...
 - (jv) Northbound traffic on Hilary Street at its intersection with Bridgewater Avenue.
 - ...
 - (jw) Southbound traffic on Huron Street at its intersection with Elm Street.
 - ...
 - (jx) Eastbound traffic on Irvine Park Drive at its intersection with Jefferson Avenue.
 - ...
 - (jy) Southbound traffic on Irvine Street at its intersection with Chapman Road.
 - ...
 - (jz) Northbound and Southbound traffic on Irvine Street at its intersection with Wisconsin Street, Linden Street and Greenville Street.
 - ...
 - (ka) Northwest bound traffic on Irvine Street at its intersection with Park Avenue.
 - ...
 - (kb) Northwest bound and Southeast bound traffic on Island Street at its intersection with Central Street, Columbia Street and Willow Street.
- ...

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- (kc) Northwest bound and Southeast bound traffic on Jeffers Road at its intersection with Park Avenue.
...
- (kd) Eastbound traffic on Lafayette Street at its intersection with A Street.
...
- (ke) Eastbound and Westbound traffic on Linden Street at its intersection with Wilson Street, Woodward Avenue and A Street.
...
- (kf) Southbound traffic on Lowater Road at its intersection with Kennedy Road.
...
- (kg) Southbound traffic on Lynn Street at its intersection with East South Avenue.
...
- (kh) Eastbound and Westbound traffic on Macomber Street at its intersection with Wheaton Street.
...
- (ki) Southeast bound traffic on Madison Street at its intersection with Bridgewater Avenue.
...
- (kj) Northbound and Southbound traffic on Main Street at its intersection with Wisconsin Street.
...
- (kk) Northbound traffic on Main Street at its intersection with Greenville Street.
...
- (kl) Eastbound and Westbound traffic on Mansfield Street at its intersection with Wheaton Street and Terrill Street.
...
- (km) Southbound traffic on Mansir Street at its intersection with Columbia Street.
...
- (kn) Northbound and Southbound traffic on Maple Street at its intersection with Wisconsin Street and Linden Street.
...
- (ko) Southbound traffic on Marilyn Street at its intersection with Garden Street.
...
- (kp) Southeast bound traffic with Marshall Street at its intersection with Grand Avenue.
...
- (kq) Northeast bound and Southwest bound traffic on Miles Street at its intersection with Mansir Street.

- ...
(kr) Northeast bound traffic on Miles Street at its intersection with Albert Street.
...
- (ks) Northbound traffic on Miller Street at its intersection with First Avenue.
...
- (kt) Northwest bound traffic on Mitchell Street at its intersection with Canal Street.
...
- (ku) Southbound traffic on Mooring Line Drive at its intersection with Beach Drive.
...
- (kv) Northwest bound traffic on Mooring Line Drive at its intersection with Wissota Green Parkway.
...
- (kw) Eastbound traffic on North Street at its intersection with Palmer Street and State Avenue.
...
- (kx) Northbound traffic on Oak Street at its intersection with Cedar Street.
...
- (ky) Eastbound and Westbound traffic on Olive Street at its intersection with Wheaton Street.
...
- (kz) Northbound and Southbound traffic on Palmer Street at its intersection with First Avenue and Water Street.
...
- (la) Northeast bound and Southwest bound traffic on Park Avenue at its intersection with Main Street.
...
- (lb) Southeast bound traffic on Park Place at its intersection with Elm Street.
...
- (lc) Northbound and Southbound traffic on Pearl Street at its intersection with Cedar Street.
...
- (ld) Northbound traffic on Pearl Street at its intersection with Elm Street.
...
- (le) Northwest bound and Southeast bound traffic on Peck Street at its intersection with Columbia Street.
...
- (lf) Northwest bound traffic on Peck Street at its intersection with Coleman Street.
...
- (lg) Northbound and Southbound traffic on Perry Street at its intersection with Elm Street.

- ...
- (lh) Northbound traffic on Perry Street at its intersection with Bridgewater Avenue.
 - ...
 - (li) Southbound traffic on Peterson Road at its intersection with Park Avenue.
 - ...
 - (lj) Southbound traffic on Pine Needle Drive at its intersection with First Avenue.
 - ...
 - (lk) Northwest bound and Southeast bound traffic on Pine Street at its intersection with Central Street.
 - ...
 - (ll) Southeast bound traffic on Pine Street at its intersection with Grand Avenue.
 - ...
 - (lm) Northwest bound traffic on Pine Street at its intersection with Columbia Street.
 - ...
 - (ln) Westbound traffic on Poplar Street at its intersection with State Avenue.
 - ...
 - (lo) Westbound traffic on Portland Avenue at its intersection with Greenville Street.
 - ...
 - (lp) Northwest bound and Southeast bound traffic on Prairie Street at its intersection with Court Street and Spring Street.
 - ...
 - (lq) Southeast bound traffic on Prairie Street at its intersection with Central Street.
 - ...
 - (lr) Northwest bound and Southeast bound traffic on Prairie Street at its intersection with Grand Avenue.
 - ...
 - (ls) Northwest bound traffic on Prairie Street at its intersection with Columbia Street.
 - ...
 - (lt) Southbound traffic on Prairie View Road at its intersection with East South Avenue.
 - ...
 - (lu) Northbound and Southbound traffic on Prentice Street at its intersection with First Avenue.
 - ...
 - (lv) Northeast bound traffic on Rand Street at its intersection with Carson Street.

- ...
- (lw) Southwest bound traffic on Rand Street at its intersection with Mansir Street.
- ...
- (lx) Northeast bound and Southwest bound traffic on River Street at its intersection with State Street.
- ...
- (ly) Northwest bound and Southeast bound traffic on Rural Street at its intersection with Court Street, Spring Street and Central Street.
- ...
- (lz) Northbound and Southbound traffic on Saint Paul Street at its intersection with Elm Street.
- ...
- (ma) Westbound traffic on East South Avenue at its intersection with Park Avenue.
- ...
- (mb) Eastbound traffic on East South Avenue at its intersection with Woodward Avenue.
- ...
- (mc) Northeast bound and Southwest bound traffic on Spring Street at its intersection with Pine Street, Island Street and State Street.
- ...
- (md) Eastbound and Westbound traffic on Spruce Street at its intersection with Wheaton Street and Terrill Street.
- ...
- (me) Northeast bound and Southwest bound traffic on Spruce Street at its intersection with Bridge Street.
- ...
- (mf) Eastbound and Westbound traffic on Squire Street at its intersection with Wheaton Street.
- ...
- (mg) Northbound and Southbound traffic on Saint Augustine Street at its intersection with Elm Street.
- ...
- (mh) Eastbound and Westbound traffic on Stanley Street at its intersection with Wheaton Street and Terrill Street.
- ...
- (mi) Northbound traffic on State Avenue at its intersection with First Avenue.
- ...
- (mj) Northwest bound and Southeast bound traffic on State Street at its intersection with Grand Avenue and Court Street.
- ...
- (mk) Westbound traffic on Summit Avenue at its intersection with Main Street.
- ...

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- (ml) Northeast bound and Westbound traffic on Summit Avenue at its intersection with Woodward Avenue.
...
- (mm) Northwest bound and Southeast bound traffic on Superior Street at its intersection with Columbia Street.
...
- (mn) Northbound and Southbound traffic on Superior Street at its intersection with Coleman Street, Stanley Street and Cedar Street.
...
- (mo) Northwest bound traffic on Taylor Street at its intersection with Spring Street.
...
- (mp) Eastbound traffic on Terrace Drive at its intersection with 137th Street.
...
- (mq) Northbound traffic on Terrill Street at its intersection with Bridgewater Avenue.
...
- (mr) Northbound and Southbound traffic on Terrill Street at its intersection with Elm Street.
...
- (ms) Eastbound and Westbound traffic on Therbrook Street at its intersection with Division Street.
...
- (mt) Southbound traffic on Tilton Road at its intersection with Nelson Road.
...
- (mu) Northbound and Southbound traffic on Veronica Street at its intersection with Garden Street.
...
- (mv) Southbound traffic on Veronica Street at its intersection with East South Avenue.
...
- (mw) Northeast bound and Southwest bound traffic on Vine Street at its intersection with Main Street.
...
- (mx) Southwest bound traffic on Vine Street at its intersection with Woodward Avenue.
...
- (my) Southbound traffic on Wall Street at its intersection with Coleman Street.
...
- (mz) Northeast bound and Southwest bound traffic on Walnut Street at its intersection with Main Street.
...
- (na) Eastbound traffic on Warren Street at its intersection with Kennedy Road.

...

(nb) Eastbound and Westbound traffic on Warren Street at its intersection with Palmer Street.

...

(nc) Westbound traffic on Water Street at its intersection with State Street.

...

(nd) Eastbound traffic on Water Street at its intersection with Division Street.

...

(ne) Northbound traffic on Well Street at its intersection with First Avenue.

...

(nf) Northbound and Southbound traffic on Well Street at its intersection with Water Street.

...

(ng) Northbound traffic on Wheaton Street at its intersection with Mansir Street (left and right side of the street).

...

(nh) Southbound traffic on Whispering Pine Drive at its intersection with First Avenue.

...

(ni) Westbound traffic in William Street at its intersection with Palmer Street.

...

(nj) Southbound traffic on Willow Creek Parkway at its intersection with Bridgewater Avenue.

...

(nk) Northeast bound and Southwest bound traffic on Willow Street at its intersection with Mansir Street.

...

(nl) Westbound traffic on Wisconsin Street at its intersection with A Street.

...

(nm) Eastbound and Westbound traffic on Wisconsin Street at its intersection with Woodward Avenue and Park Avenue.

...

(nn) Southbound traffic on Woodward Avenue at its intersection with Greenville Street.

...

(no) Northwest bound and Southeast bound traffic on Woodward Avenue at its intersection with Park Avenue.

...

(np) Northwest bound traffic on Woodward Avenue at its intersection with Canal Street.

...

Dated this 3rd day of January, 2017.

1ST READING: December 20, 2016

2ND READING: January 3, 2017

ADOPTED: _____

Council President

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

City of Chippewa Falls Snow Removal Policy

Approved 3/1/2011
Revised November 3, 2015

1. Introduction.

The City of Chippewa Falls believes that it is in the best interest of City residents for City Forces to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees and equipment to provide this service.

The City of Chippewa Falls will strive to maintain safe conditions for drivers observing winter driving conditions. However, this is not an absolute "bare pavement" policy.

It must be recognized that, although this policy sets general guidelines to be followed, each storm has its own character with variable conditions. The policy must remain flexible and take into consideration these variables.

2. Determination of need for snow and ice control procedures.

The on call personnel shall generally keep themselves apprised of changing weather conditions. However, the Chippewa Falls Public Works relies heavily on the observations of the Chippewa Falls Police Department personnel and various other sources to alert them to road conditions.

The on call personnel will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Total snow accumulation of approximately 2 to 3-inches or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions which seriously affect travel; and
- D. Time of snow in relationship to heavy use of streets.

Generally, operations will continue until all roads are passable. Widening and cleanup operations may continue immediately or on the following work day depending on conditions and circumstances. Safety of the plow operators and the public is important. Therefore, snow plowing/removal operations may be terminated after a period of time to allow personnel adequate rest. There may be instances where this is not possible depending on storm conditions and other circumstances. Operations may also be suspended during times of limited visibility, significant winds or severe cold for employee safety and equipment preservation. Any decision to suspend operations shall be made by on call personnel based on the conditions of the storm. The City will provide access for emergency fire, police and medical services on an "as-needed" basis during the major snow or ice storm.

3. How snow will be plowed.

Snow will be plowed in a manner so as to minimize any traffic obstructions. Generally, the center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go into the boulevard area of the street.

4. Snow removal.

Responsible city personnel will determine when snow will be removed by truck from the area. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. Priorities and schedule for which streets will be plowed.

The City of Chippewa Falls maintains approximately 100 miles of streets. The City has classified city streets based on function, traffic volume, and importance to the welfare of the community. Routes will be plowed in the most cost effective and timely manner. Those streets classified as Priority #1 will be plowed first. These are high volume routes which connect major sections of the city and provide access for emergency fire, police and medical services.

Priority #2 streets are those streets providing access to schools and commercial businesses.

Where steep hills or other safety concerns exist a street may be advanced to a higher priority for plowing. For operating efficiency some lower priority streets may be done when equipment is in the area rather than returning later. This will vary by storm severity.

Priority #3 streets are low volume residential streets.

Priority #4 areas are alleys and city parking lots.

6. Weather conditions.

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of employees or equipment, and operations are effective. Factors that may delay snow and ice control operations include but are not limited to: severe cold, significant winds, limited visibility and rapid accumulations of snow and/or ice.

7. Use of sand, salt and other chemical.

The City will use sand, salt and other chemicals when there is hazardous ice or slippery conditions. The City is concerned about cost and the effect of such chemicals on the environment and will limit its use for that reason. Even after reasonable care, snow and ice may still build up.

8. Sidewalks.

Sidewalks are addressed in Ordinance #8.11.

9. Emergency situations.

For emergency vehicles responding to situations (fire, medical, police) within the city, or Fire Department/Police Department jurisdiction, necessary employees and equipment will be dispatched as soon as possible.

10. Damage.

Only legal properties allowed by city ordinance to be adjacent to streets and damaged by actual contact with city equipment will be considered for repair or replacement at city expense. Damage to trees, shrubbery and other landscaping will not be considered for compensation.

11. Driveways.

One of the most frequent problems in plowing snow from public streets is snow deposited in driveways. The operators make every attempt to minimize the amount of snow deposited in driveways; however due to the inherent design of plow equipment the amount can still be significant. Due to established policies, city personnel do not provide driveway cleaning. Possible exemptions are at the discretion of on call personnel for a fire or medical emergency situation.

12. Mailboxes.

Where mailboxes are placed adjacent to the street it shall be the policy of the City to plow as close as practical to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piles snow away from the mailboxes so mail can be delivered. *When a mailbox is damaged or destroyed during a snow removal operation, City Resolution R-08-38(attached) shall apply and the appropriate actions will be taken.*

13. State of Wisconsin/Chippewa County Plowing.

Certain streets, such as sections of STH 124, within the City are maintained by the Wisconsin Department of Transportation or Chippewa County and are subject to other maintenance policies.

14. Parking

The City of Chippewa Falls has adopted various ordinances for parking restrictions, which are modified periodically.

15. Complaints.

Complaints regarding snow and ice control or damage shall be taken by the Public Works Department during normal business hours Monday – Friday 8:30 am – 4:30 pm at (715) 726-2736. Complaints involving access to property or problems requiring immediate attention shall be handled on a priority basis. Response time may vary for any complaint. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly.

**RESOLUTION CREATING A POLICY
FOR DAMAGED MAILBOXES IN CITY RIGHTS-OF-WAY**

WHEREAS, the City of Chippewa Falls desires to establish a written policy regarding damage to mailboxes in the City of Chippewa Falls public rights-of-way; and

WHEREAS, the City of Chippewa Falls desires to clarify when City Staff will offer to assist with repairs to damaged mailboxes and what services the Street Department will provide when a mailbox is deemed to have been damaged by Street Department Staff; and

WHEREAS, the placement of mailboxes in public street rights-of-way is permitted as a matter of convenience to mailbox owners and not as a mailbox owner "right"; and

WHEREAS, mailboxes in street rights-of-way are considered an encroachment under Section 86.04 Stats. The City of Chippewa Falls, however, has allowed reasonable and safe mailbox assemblies to exist along streets as a service to mailbox owners; and

WHEREAS, mailbox owners are liable for damages or injuries to persons who may strike a mailbox that exists in a street right-of-way; and

WHEREAS, mailbox owners are expected to install and properly maintain their own mailbox assemblies, which means:

- a) Securely fastening the box to the post assembly,
- b) Using a safe, break away style post assembly to minimize box owner liability if the unit is struck by an errant motorist, and
- c) Maintain the post assembly in such a manner that the post is unlikely to break if simply bumped by a vehicle or snow.
- d) That the mailbox be installed in accordance with U.S. Postal Service standards.

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

1. When Street Department Staff conclude that a mailbox has been damaged by actions of a Street Department employee, the mailbox owner shall reinstall their own mailbox using whatever type of box they chose. The Street Department will then reimburse the mailbox owner a sum of \$50.00, payable upon installation of the replacement mailbox assembly.

2. If a mailbox is damaged simply by snow being discharged from a passing plow, repairs shall be the sole responsibility of the mailbox owner with no reimbursement.

3. When Street Department Staff do assist with temporary repairs to a damaged mailbox, the work will be done using a similar sized, standard metal U.S. mailbox or large standard metal U.S. mailbox upon a temporary support post.

4. The Street Department shall not be responsible for damages to newspaper delivery tubes.

Dated this 18th day of November, 2008.

APPROVED: November 18, 2008

ADOPTED: [Signature]
Mayor

[Signature]
Aldersperson

ATTEST: Lynne Bauer
City Clerk

application for a permit under this subsection and the grant or denial of the permit.

8.11 - SNOW AND ICE REMOVAL.



- (1) FROM SIDEWALKS. (Am. #90-18) The owner or occupant of every premises fronting upon any street within the City shall keep the sidewalks in front of such premises reasonably clear of snow and ice and shall clear the snow from each sidewalk within 24 hours after each snowfall. If the owner or occupant shall fail to clear the snow and ice as required hereunder, the City Building Inspector shall cause the same to be done by removal or by placing sand or a combination thereof and the cost thereof assessed against the abutting property as a special tax.
- (2) SNOW REMOVAL RESTRICTIONS. (Am. #92-4; #97-5; #2013-05) No person in clearing snow from driveways, parking lots, filling stations, garage entrances, or other large areas shall place such snow on the paved portion of any streets or public ways, or on the property of another or on the public right-of-way adjacent to the property of another, without consent of said property owner or in such a manner as to block the vision of motorists at intersections, or create a traffic hazard. Such person shall cause such accumulation of snow to be hauled away immediately. If said person does not cause the accumulation to be hauled away immediately, the City engineer or his appointee shall cause the same accumulation to be removed and the cost thereof assessed against the abutting property as a special tax. The amount of special tax shall be determined to be the cost for a loader and operator and dump truck and driver at the then current rate for City of Chippewa Falls personnel and equipment. The minimum charge shall be one hour of a loader and operator and one hour of a dump truck and driver. In the Central Business District, where walks have been constructed from the street right-of-way line to the curb, snow from the sidewalk may be deposited in the portion of the public way intended for parking, but not in any portion of the traveled section of such public way. With permission of the Street and Utilities Maintenance Manager, residents or businesses located in the City of Chippewa Falls may haul accumulations to one of the City of Chippewa Falls Snow Dumping yards.

City of Chippewa Falls Municipal Code Chapter 8.11(2) after
February 25, 2013 Board of Public Works recommendations.

8.11(2)

SNOW REMOVAL RESTRICTIONS. (Am. #92-4; #97-5) No person in clearing snow from driveways, parking lots, filling stations, garage entrances, or other large areas shall place such snow on the paved portion of any streets or public ways, or on the property of another or on the public right-of-way adjacent to the property of another, without consent of said property owner or in such a manner as to block the vision of motorists at intersections, or create a traffic hazard. Such person shall cause such accumulation of snow to be hauled away. If said person does not cause the accumulation to be hauled away, the City engineer or his appointee shall cause the same accumulation to be removed and the cost thereof assessed against the abutting property as a special tax. The amount of special tax shall be determined to be the cost for a loader and operator and dump truck and driver at the then current rate for city of Chippewa Falls personnel and equipment. The minimum charge shall be one hour of a loader and operator and one hour of a dump truck and driver. In the Central Business District, where walks have been constructed from the street right-of-way line to the curb, snow from the sidewalk may be deposited in the portion of the public way intended for parking, but not in any portion of the traveled section of such public way. With permission of the Street and Utilities Maintenance Manager, residents or businesses located in the city of Chippewa Falls may haul accumulations to one of the City of Chippewa Falls Snow Dumping yards.



STATE/MUNICIPAL AGREEMENT FOR A LOCAL-LET TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290

Program Name: TAP

Date: **September 29, 2016**

I.D.: **8996-01-04/05**

Project Title: **Chippewa River State Trail Connection**

Location/Limits: **40th Avenue – Bridge Street**

Project Length (if applicable): **1.63 miles**

Project Sponsor: **City of Chippewa Falls**

County: **Chippewa County**

MPO Area (if applicable): **Chippewa-Eau Claire MPO**

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.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project 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.

Proposed Project - Nature of work: **This project includes construction of a separated, 10 foot paved pathway with 2 foot shoulders on each side, beginning at 40th Avenue and STH 124 in the Village of Lake Hallie. It will extend up to the City of Chippewa Falls' corporate limit. It then continues starting at Main Street and Park Avenue in Chippewa Falls to STH 29/Bridge Street. Total trail length will be 8,650 feet.**

Need for or Benefits of Project – summarize reasons for request: **The proposed project includes construction of the final gap of the Chippewa River State Trail in the Chippewa-Eau Claire Urbanized Area. This segment of the trail is identified in the Wisconsin Bicycle Transportation Plan 2020 as one of seven key intercity trails in the state due to its location and the corridor it serves. Once complete, the trail network will provide 70 miles of continuous trail connectivity in the region with pedestrian and bike connections between the cities of Cornell, Chippewa Falls, Lake Hallie, Eau Claire, Durand and Menomonie, Wisconsin. The municipalities with access to the trail have a combined population of over 108,000 people with significant efforts in recent years by each jurisdiction to develop and expand their respective trail networks for improved connectivity and safety for non-motorized travel. Residents and workers will be able to safely walk or bike to work as new growth and development increase traffic on busy State and local roads where pedestrians are forced to share busy roadways with motorists.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements if the project is approved in a federally funded program: **None.**

The Project Sponsor agrees to the following State Fiscal Year 2016-2020 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and 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 \$507,982 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$507,982 federal funding maximum, in accordance with TAP 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.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: August 29, 2016

Commencement deadline: August 29, 2020

Completion deadline: June 30, 2023

The project commencement deadline is fixed by statute, and may not be extended.

The subject project must be completed by **June 30, 2023**, 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 completion 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.

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, to be distributed across federally-funded project phases. 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					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 8996-01-04					
Design	\$62,536	\$50,029	80%*	\$12,507	20%+BAL*
Design Review #	\$24,052	\$19,241	80%*	\$4,811	20%+BAL*
ID 8996-01-05					
Participating Construction	\$481,044	\$384,835	80%*	\$96,209	20%+BAL*
Participating Construction Review #	\$67,346	\$53,877	80%*	\$13,469	20%+BAL*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$634,978	\$507,982	MAX	\$126,996	N/A

*This project has a TAP federal funding maximum of \$507,982. 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 4–10) 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 City of Chippewa Falls: (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. 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. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. Sec. 85.021.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. 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 Transportation Alternatives 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.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Management Consultant and State Review Services.
 - j. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
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 TAP 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.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The 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).
 - h. Real estate for the improvement.
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law at 23 U.S.C. 213.

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 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State 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.
16. 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.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. 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.
20. 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.
21. 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.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. 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.

24. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

25. 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), 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.

26. 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), sexual orientation as defined in s. 111.32 (13m), or national origin.

27. 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.

28. 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.

- 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.
29. The subject project must be completed by June 30, 2023, 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 completion 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:

30. 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.
31. 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.
32. *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.
33. *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.
34. *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.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. 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.
37. 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.

38. The Project Sponsor agrees to the following State Fiscal Year 2016-2020 TAP project funding conditions:
- a. ID 8996-01-04: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 8996-01-05: Construction:
 - i. Costs for construction and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$507,982 is cumulative for all federally funded project phases.

[End of Document]



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
December 14, 2016

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Wednesday, December 14, 2016 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer and Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer; Police Chief Matt Kelm; Utility Officer Manager/IT Coordinator Connie Freagon; Fire Chief Mike Hepfler; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; Assistant City Engineer Rob Krejci; and City Clerk Bridget Givens.

Call to Order: 9:00 AM

- 1. Discuss and consider 2017 Water, Wastewater and Stormwater Utility Budgets. Possible recommendations to the Council.**

City Engineer/Public Works Director/Utility Manager Rubenzer provided a handout entitled The Cost of Clean and provided details thereon. The study surveyed 31 cities with a population range of 10,001 - 50,000; the City was in the bottom three for water and sewer rates.

Finance Manager Bauer indicated that the Water, Wastewater and Stormwater Utility Budgets were presented to the Committee approximately one month ago and just need formal approval.

Motion by Kiefer/Nadreau to recommend Council approve the 2017 Water, Wastewater and Stormwater Utility Budgets. **All present voting aye, motion carried.**

- 2. Discuss funding for Finance/Administration Department printer. Possible recommendations to the Council.**

Bauer indicated that the printer in the Finance/Administration office broke. After checking with IT, it was estimated that the cost to fix the printer would be approximately \$500. With tax season approaching, and the fix not being guaranteed, it was decided that the printer should be replaced. Bauer indicated that the cost for the printer could be funded out of her department's training budget; however, the Mayor suggested it could be funded through franchise fees.

Motion by Nadreau/Kiefer to recommend Council approve funding the purchase of a new printer for the Finance/Administration Department in the amount of \$1,159.77 with franchise fees. **All present voting aye, motion carried.**

3. Discuss process for sale of Fire Station #2 located on Park Avenue. Possible recommendations to the Council.

Fire Chief Hepfler indicated that Fire Station #2 will be vacated in April 2017 and as such, the Committee considered the possible process for the sale. It was discussed that the City could accept sealed bids reserving the right to accept or reject any and all bids received. With this being the case, the Committee did not feel it was necessary to set a minimum bid.

Bauer will put together the notice, have it reviewed by the City Attorney, and share it with the Council for input prior to publication. It was also suggested the property be listed on Eau Claire Builders Exchange, Facebook and Craigslist. Additionally, the notice should include that parties interested in viewing the station should contact Chief Hepfler to schedule an appointment.

Motion by Kiefer/Nadreau to recommend Council approve accepting sealed bids for Fire Station #2. All present voting aye, motion carried.

4. Adjournment.

Motion by Nadreau/Kiefer to adjourn at 9:16 am. All present voting aye, motion carried.

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**



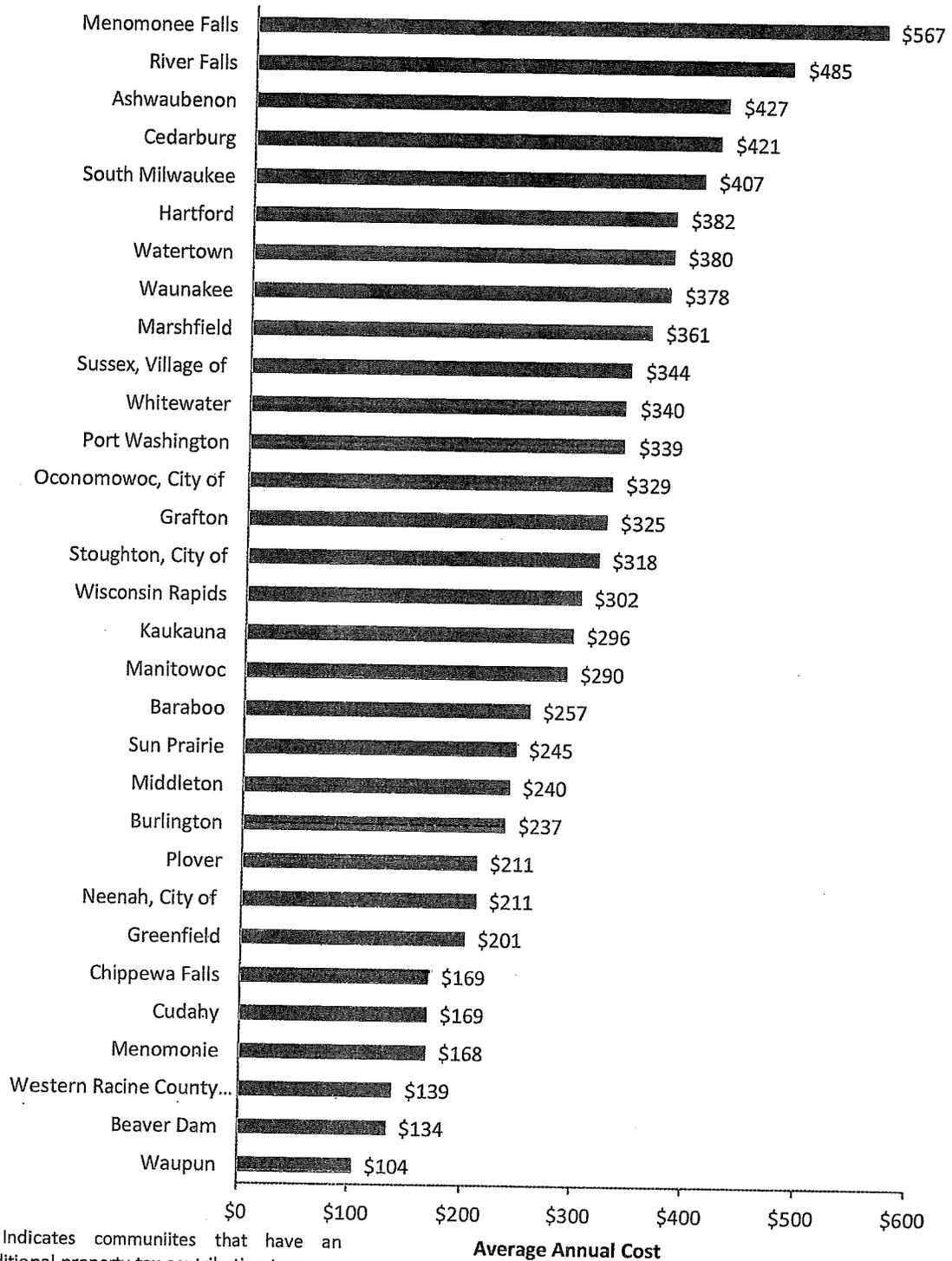
THE COST OF CLEAN

2016 WISCONSIN SEWER USER CHARGE SURVEY REPORT

MSA

PROFESSIONAL SERVICES

ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
FUNDING | PLANNING | SURVEYING



* Indicates communities that have an additional property tax contribution to sewer utility budget (not included in annual sewer rate)

31 cities in 10,001 to 50,000 comparison

Figure 5-F: Total Average Annual Sewer Charge Based on Actual Usage Population 10,001-50,000

EF is 6th lowest sewer rates of 31 compared.

FIGURE 6F

Municipality	Population	Annual Fixed Charge	Volume Charge, \$/1000 gal	Total Annual Sewer User Charge @ 55000 gal	Total Annual Cost of Sewer Service (Based on Usage)	Total Annual Cost of Water Service (Based on Usage)	Sewer Utility Charge (Including Applicable Property Tax)	Total Annual Combined Utility Service (Including Applicable Property Tax)
Ashwaubenon	18000	\$210	\$4.84	\$476	\$427	\$0	\$427	\$427
Baraboo	12000	\$118	\$3.94	\$305	\$257	\$155	\$257	\$413
Beaver Dam	16000	\$64	\$2.49	\$167	\$134	\$122	\$134	\$256
Burlington	10523	\$106	\$3.36	\$244	\$237	\$264	\$237	\$500
Cedarburg	11500	\$144	\$6.98	\$431	\$421	\$374	\$421	\$794
Chippewa Falls	13830	\$68	\$3.37	\$207	\$169	\$157	\$169	\$327
Cudahy	18400	\$140	\$0.80	\$173	\$169	\$161	\$169	\$330
Grafton	11519	\$93	\$5.21	\$380	\$325	\$197	\$325	\$521
Greenfield	37000	\$120	\$1.81	\$220	\$201	\$0	\$201	\$201
Hartford	15000	\$178	\$4.42	\$421	\$382	\$391	\$382	\$773
Kaukauna	15848	\$36	\$9.02	\$407	\$296	\$319	\$296	\$615
Manitowoc	34500	\$129	\$3.58	\$326	\$290	\$160	\$290	\$450
Marshfield	19186	\$221	\$5.49	\$447	\$361	\$257	\$361	\$618
Menomonee Falls	28000	\$278	\$5.76	\$595	\$567	\$260	\$567	\$828
Menomonie	16000	\$64	\$3.48	\$207	\$168	\$166	\$168	\$334
Middleton	18000	\$101	\$2.70	\$249	\$240	\$184	\$240	\$424
Neeah, City of	25871	\$87	\$3.19	\$263	\$211	\$310	\$211	\$521
Oconomowoc, City of	20000	\$85	\$4.47	\$331	\$329	\$274	\$329	\$604
Plover	12500	\$60	\$3.30	\$241	\$211	\$232	\$211	\$443
Port Washington	11500	\$183	\$3.93	\$399	\$339	\$147	\$339	\$486

FIGURE 6F

Municipality	Population	Annual Fixed Charge	Volume Charge, \$/1000 gal	Total Annual Sewer User Charge @ 55000 gal	Total Annual Cost of Sewer Service (Based on Usage)	Total Annual Cost of Water Service (Based on Usage)	Sewer Utility Charge (Including Applicable Property Tax)	Total Annual Combined Utility Service (Including Applicable Property Tax)
River Falls	15209	\$198	\$7.04	\$585	\$485	\$120	\$485	\$605
South Milwaukee	21000	\$228	\$4.48	\$412	\$407	\$514	\$407	\$921
Stoughton, City of	12800	\$88	\$4.93	\$359	\$318	\$312	\$318	\$630
Sun Prairie	30000	\$106	\$3.66	\$257	\$245	\$492	\$245	\$737
Sussex, Village of	14000	\$75	\$4.78	\$338	\$344	\$306	\$344	\$650
Watertown	24000	\$242	\$4.34	\$421	\$380	\$238	\$380	\$618
Waunakee	13100	\$148	\$3.85	\$360	\$378	\$239	\$378	\$617
Waupun	11330	\$0	\$3.09	\$170	\$104	\$405	\$104	\$509
Western Racine County Sewerage District	10500	\$0	\$3.09	\$170	\$139	\$0	\$139	\$139
Whitewater	15040	\$115	\$6.57	\$476	\$340	\$152	\$340	\$491
Wisconsin Rapids	18500	\$166	\$5.00	\$371	\$302	\$243	\$302	\$545

3 communities have lower combined sewer/water rates than CF in a comparison of 31 cities, population 10,001 to 50,000 across Wisconsin.

Range of rates is \$139 to \$921

CF rate is \$327 Annually

Improvements and projects and staff all impact these rates



Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
December 15, 2016

Committee #2 met on Thursday, December 15, 2016 at 9:30 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Chuck Hull, and John Monarski

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Attorney Steve Weld, Mediator Peter Davis, Attorney John Kiel and Fire Department Union Members Greg Bowe, Kyle Schimmel and Dan Loschko.

Call to Order: 9:30 AM

1. **Open Session**

2. **Closed Session**

Motion by Monarski/Hull to go into closed session under WI Statutes 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other public business whenever competitive or bargaining implications require a closed session" to: **a) Discuss labor negotiation issues and strategy; and b) conduct mediation between the City of Chippewa Falls and Chippewa Falls International Association of Firefighters Local 1816**; and to include Committee and Council Members, Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Attorney Steve Weld, Mediator Peter Davis, Attorney John Kiel and Fire Department Union Members; and may return to open session.

Roll call vote: Monarski – Aye; Hull – Aye; King - Aye. Motion carried.

The Committee conducted mediation regarding labor issues with Firefighters Local 1816 Union Representatives.

Motion by Monarski/Hull to return to open session. **All present voted aye. Motion carried.**

3. **Adjournment**

Motion by Monarski/Hull to adjourn at 2:45 PM. **All present voted aye. Motion carried.**

**Minutes submitted by,
CW King, Chair**

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, December 13, 2016

1. Call to order by Beth Arneberg at 6:00 p.m.

Roll Call: Members Present: Audrey Stowell, Carmen Muenich, Beth Arneberg, Nate Seckora and Heidi Hoekstra. Absent: Rob Kiefer and Dale Berg.

Staff present: Dick Hebert and Josh Kriesel.

2. Approval of November 8, 2016, Minutes: Nate Seckora was not included in the attendees and should have been. Heidi Hoekstra notes her name was misspelled. **Motion by Muenich/Seckora to approve the November 8, 2016, minutes with those corrections. Motion carried.**

3. Personal Appearances By Citizens. None.

4. Discuss / Consider Special Event Applications:

- a. Journey on Janna. This is a memory event to bring awareness to suicide. It is scheduled for 05/21/17 at Flag Hill & the Loretta Cutsforth pavilion. Regular rental and processing fees & insurance required. **Motion by Arneberg/Hoekstra to approve special event application as presented. Motion carried.**

Dale Berg arrived.

5. Discuss/Consider:

- a. Discuss Irvine Park Walking/Ski Trail Bridges. There are three foot bridges that need to be replaced on the walking/ski trails. Two are priorities. CBS Squared discussed rebuilding the wood bridges on concrete piers and extending them by three feet on each side or using the donated precast pieces. The cost of replacing with wood would be \$15,000 per bridge and to use the precast would be \$12,000 per bridge. This would include everything. The railings on either would be wood. Construction is expected to take 3-4 weeks and take place next summer as soon as it is dry enough. **Motion by Arneberg/Hoekstra to accept the proposal to replace the two north bridges using the precast with wood handrails option, with funds to come from the Irvine Park donation account. Motion carried.** Chad of CBS Squared was directed to give a price for replacing the third bridge by the school house at the same time.

Josh Kriesel left.

- b. Discuss Marshall Park Master Plan. Tim Marko of SEH is present to discuss the Marshall Park Master Plan. The Plan is being re-evaluated because of the desire and fundraising efforts to make improvements to the Skateboard Park. There are flood plain issues because of Duncan Creek. Discussed building a bigger shelter and bathrooms to pull bigger groups out of Irvine Park and to Marshall. Also discussed the parking lot size and its use. SEH indicated they could look at the plan and let us know how it is affected by the flood plain. They would then give us options and tentative pricing. **Motion**

by Muenich/Seckora to have SEH submit proposed cost to conduct a Flood Plain Study. Motion carried.

- c. Discuss 2017 Music in Irvine Park Program. Dick Hebert reports that Steve Szydel has resigned from the program due to personal reasons.
 - d. Discuss Department Community Foundation Funds. Dick Hebert reviewed the Irvine Park Endowment Fund and Chippewa Falls Parks, Recreation & Forestry Endowment Fund. There is \$9,615.00 available to grant in the CF Parks, Rec & Forestry; \$21,399 available to grant in the Irvine Park Endowment Fund. Because of the market, there were no funds available from the original Irvine Trust. After discussion, **motion by Berg/Hoekstra to receive the \$21,399.00 grant available from the Irvine Park Endowment Fund for the improvements to the walking/ski trail bridges and to reinvest the \$9,615.00 available back into the Chippewa Falls Parks, Recreation & Forestry Endowment fund. Motion carried.**
 - e. Recreation Report. No report.
 - f. Director's Report. Dick Hebert reports that Debbie Patzoldt has left and the hiring process has begun. He also lets us know that the cost for the cat wall mural was higher than expected, so approximately \$2,000 will be paid from the donation account toward that project. Dick also reports that he will be having hip surgery on January 25; he will be out for at least a month. Dick reports that Christmas Village is going well. Donations in the park are down, but mailed in donations are up. Dick reports Riverfront Park should be up and running by next fall. He would like to have general park rules established and would like to start that process in February.
6. Approve Claims. Claims reviewed. **Motion by Muenich/Seckora to approve claims of \$82,985.37. Motion carried.**
 7. Park Board Members' Concerns or Comments. None.
 8. Adjournment. **Motion by Muenich/Arneberg to adjourn at 7:35p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary and
Dick Hebert, Director

§7.031(1)(nm), §7.031(1)(nn), §7.031(1)(no) and §7.031(1)(np) of the Chippewa Falls Municipal Code be created to provide as follows:

7.031 STOP SIGNS.

(1) PERMANENT. Official stop signs shall be erected to control traffic on the following streets:

- ...
- (cr) Westbound traffic on First Avenue at its intersection with Jefferson Avenue.
- ...
- (cs) Westbound traffic on Second Avenue at its intersection with Jefferson Avenue.
- ...
- (ct) Northeast bound and Southwest bound traffic on Birch Street at its intersection with Bay Street.
- (cu) Northeast bound traffic on Birch Street at its intersection with High Street.
- ...
- (cv) Southeast bound traffic on Bridge Street at its intersection with Elm Street.
- ...
- (cw) Eastbound traffic on Bridgewater Avenue at its intersection with Jefferson Avenue.
- ...
- (cx) Northwest bound and Southeast bound traffic on Cashman Drive at its intersection with State Highway #178.
- ...
- (cy) Southwest bound traffic on Cedar Street at its intersection with High Street.
- ...
- (cz) Northeast bound and Southwest bound traffic on Central Street at its intersection with Rushman Drive.
- ...
- (da) Northeast bound and East bound traffic on Chippewa Crossing Boulevard at its intersection with State Highway #178.
- ...
- (db) Northeast bound traffic on Chippewa Crossing Boulevard at its intersection with Business Highway #29.
- ...
- (dc) Northeast bound traffic on Columbia Street at its intersection with Rushman Drive.
- ...

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- (dd) Southwest bound traffic on Columbia Street at its intersection with High Street.
...
- (de) Southwest bound traffic on Court Street at its intersection with State Highway #124.
...
- (df) Northwest bound and North bound traffic on Dump Station Road at its intersection with River Street.
...
- (dg) Northwest bound traffic on Edward Street at its intersection with Jefferson Avenue.
...
- (dh) Northeast bound traffic on Elm Street at its intersection with Bridge Street and High Street.
...
- (di) Southwest bound traffic on Elm Street at its intersection with Jefferson Avenue.
...
- (dj) Northeast bound traffic on Fair Street at its intersection with Jefferson Avenue.
...
- (dk) Southbound traffic on Fleet Street at its intersection with River Street.
...
- (dl) Northeast bound and Southeast bound traffic on Glen Loch Road at its intersection with Jefferson Avenue.
...
- (dm) Northwest bound traffic on High Street at its intersection with Elm Street.
...
- (dn) Northbound traffic on State Highway #124 at its intersection with Summit Avenue.
...
- (do) Southeast bound traffic on State Highway #124 at its intersection with Park Avenue.
...
- (dp) Southeast bound traffic on Island Street at its intersection with River Street.
...
- (dq) Northeast bound and Southwest bound traffic on John Street at its intersection with Jefferson Avenue.
...
- (dr) Northeast bound traffic on Lakeview Drive at its intersection with State Highway #178.
...

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- (ds) Southbound traffic on Ojibwa Road at its intersection with Jefferson Avenue.
...
- (dt) Northwest bound and Southeast bound traffic on Olson Drive at its intersection with State Highway #178.
...
- (du) Southbound traffic on Regent Street at its intersection with River Street.
...
- (dv) Southbound traffic on River Street at its intersection with West Business Highway #29.
...
- (dw) Northeast bound and Southwest bound traffic on Spring Street at its intersection with Rushman Drive.
...
- (dx) Northeast bound and Southwest bound traffic on Spruce Street at its intersection with High Street and Bay Street.
...
- (dy) Southeast bound traffic on Superior Street at its intersection with River Street.
...
- (dz) Southeast bound traffic on Taylor Street at its intersection with River Street.
...
- (ea) Southbound traffic on Wagner Street at its intersection with River Street.
...
- (eb) Northeast bound and Southwest bound traffic on Willow Street at its intersection with Bay Street and High Street.
...
- (ec) Northwest bound and Southeast bound traffic on Albert Street at its intersection with Willow Street.
...
- (ed) Northeast bound and Southwest bound traffic on Allen Street at its intersection with Rural Street.
...
- (ee) Northbound and Southbound traffic on Broadway Avenue at its intersection with Fourth Avenue.
...
- (ef) Southbound traffic on Buttonhoff Road at its intersection with East South Avenue.
...
- (eg) Northbound traffic on Buttonhoff Road at its intersection with Garden Street.
...

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- (eh) Northeast bound traffic on Canal Street at its intersection with Old Eau Claire Road.
...
- (ei) Northwest bound and Southeast bound traffic on Carson Street at its intersection with Willow Street.
...
- (ej) Northbound traffic on Cashman Drive at its intersection with Technology Way.
...
- (ek) Northbound and Southbound traffic on Cashman Drive at its intersection with Wisconsin Central LTD Railroad tracks.
...
- (el) Northwest bound and Southeast bound traffic on Chippewa Mall Drive at its intersection with Summit Avenue (left side and right side of street).
...
- (em) Westbound traffic on Chippewa Mall Drive at its intersection with Summit Avenue.
...
- (en) Northbound and Southbound traffic on Chippewa Street at its intersection with Linden Street.
...
- (eo) Northwest bound and Southeast bound traffic on Culver Street at its intersection with Central Street.
...
- (ep) Northeast bound and Southwest bound traffic on Dover Street at its intersection with Governor Street.
...
- (eq) Southeast bound traffic on Durch Drive at its intersection with Pumphouse Road.
...
- (er) Eastbound traffic on Dutchman Court at its intersection with Durch Drive.
...
- (es) Southeast bound traffic on Dutchman Drive at its intersection with Pumphouse Road.
...
- (et) Eastbound and Westbound traffic on Dwight Street at its intersection with Terrill Street.
...
- (eu) Northbound and Southbound traffic on Eagle Street at its intersection with Mansfield Street.
...
- (ev) Southbound traffic on Eagle Street at its intersection with Rutledge Street.
...

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- (ew) Eastbound and Westbound traffic on Evergreen Lane at its intersection with Whispering Pine Drive.
...
- (ex) Eastbound and Westbound traffic on Garden Street at its intersection with Lynn Street, Grant Street, Maple Street and Wilson Street.
...
- (ey) Northbound and Southbound traffic on Gerald Street at its intersection with Prairie View Road.
...
- (ez) Northwest bound and Westbound traffic on Grady Drive at its intersection with Pumphouse Road.
...
- (fa) Northeast bound traffic on Grand Avenue at its intersection with Island Street.
...
- (fb) Eastbound traffic on Greenbriar Road at its intersection with Scheidler Road.
...
- (fc) Southbound traffic on Greenbriar Road at its intersection with Dutchman Drive.
...
- (fd) Westbound traffic on Greenville Street at its intersection with Main Street.
...
- (fe) Northbound traffic on Joseph Street at its intersection with East South Avenue.
...
- (ff) Southeast bound traffic on Judith Street at its intersection with Elm Street.
...
- (fg) Southwest bound traffic on Kennedy Road at its intersection with Williams Street.
...
- (fh) Southbound traffic on Kurth Road at its intersection with First Avenue.
...
- (fi) Eastbound and Westbound traffic on Lakeview Drive at its intersection with Commerce Parkway.
...
- (fj) Eastbound and Westbound traffic on Linden Street at its intersection with Main Street.
...
- (fk) Southbound traffic on Lowater Road at its intersection with Lakeview Drive.
...

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- (fl) Eastbound and Westbound traffic on Macomber Street at its intersection with Terrill Street.
...
- (fm) Northbound and Southbound traffic on Main Street at its intersection with Garden Street.
...
- (fn) Northeast bound and Southwest bound traffic on Miles Street at its intersection with Governor Street.
...
- (fo) Eastbound traffic on Northridge Drive at its intersection with Wheaton Street.
...
- (fp) Southbound traffic on Oak Hollow Drive at its intersection with Summit Avenue.
...
- (fq) Eastbound and Westbound traffic on Olive Street at its intersection with Terrill Street.
...
- (fr) Northwest bound traffic on Olson Drive at its intersection with Cashman Drive.
...
- (fs) Northwest bound and Southeast bound traffic on Peck Street at its intersection with Willow Street.
...
- (ft) Northbound and Southbound traffic on Perry Street at its intersection with Spruce Street.
...
- (fu) Eastbound and Westbound traffic on Pine Cone Lane at its intersection with Whispering Pine Drive.
...
- (fv) Northwest bound traffic on Pine Street at its intersection with Grand Avenue.
...
- (fw) Westbound traffic on Prairie View Road at its intersection with the western driveway of Chippewa Commons.
...
- (fx) Southwest bound traffic on Prairie View Road at its intersection with Terrace Drive.
...
- (fy) Northwest bound traffic on Pumphouse Road at its intersection with Scheidler Road.
...
- (fz) Northeast bound and Southwest bound traffic on Rand Street at its intersection with Governor Street.

- (ga) Northeast bound and Southwest bound traffic on River Street at its intersection with Rural Street.
...
- (gb) Northbound traffic on East South Avenue at its intersection with the eastern driveway and center driveway of Chippewa Commons.
...
- (gc) Eastbound and Westbound traffic on Spruce Street at its intersection with Tropicana Boulevard and Pearl Street.
...
- (gd) Northwest bound traffic on Stump Lake Road at its intersection with Pumphouse Road.
...
- (ge) Westbound traffic on Summit Avenue at its intersection with Irvine Street.
...
- (gf) Southwest bound traffic on Summit Avenue at its intersection with Chippewa Mall Drive.
...
- (gg) Northeast bound traffic on Summit Avenue at its intersection with Park Avenue.
...
- (gh) Northwest bound and Southeast bound traffic on Superior Street at its intersection with Grand Avenue and Willow Street.
...
- (gi) Southwest bound traffic on Terrace Drive at its intersection with Prairie View Road.
...
- (gj) Southbound traffic on Terrill Street at its intersection with Bridgewater Avenue.
...
- (gk) Northbound and Southbound traffic on Tropicana Boulevard at its intersection with Mansfield Street.
...
- (gl) Eastbound and Westbound traffic on Warren Street at its intersection with Well Street.
...
- (gm) Eastbound traffic on Weather Ridge Road at its intersection with Scheidler Road.
...
- (gn) Southbound traffic on Well Street at its intersection with Front Street.
...
- (go) Northbound and Southbound traffic on Wheaton Street at its intersection with Elm Street.

...

(gp) Southeast bound traffic on Williams Street at its intersection with Kennedy Road.

...

(gq) Eastbound traffic on Williams Street at its intersection with Palmer Street.

...

(gr) Northeast bound and Southwest bound traffic on Willow Street at its intersection with Governor Street.

...

(gs) Northbound and Southbound traffic on Wilson Street at its intersection with Wisconsin Street.

...

(gt) Northbound and Southbound traffic on A Street at its intersection with Wisconsin Street and Summit Avenue.

...

(gu) Southbound traffic on A Street at its intersection with Chapman Road.

...

(gv) Northwest bound and Southeast bound traffic on Albert Street at its intersection with Columbia Street.

...

(gw) Northwest bound traffic on Albert Street at its intersection with Miles Street.

...

(gx) Southbound traffic on Albert Street at its intersection with Coleman Street.

...

(gy) Northeast bound and Southwest bound traffic on Allen Street at its intersection with State Street.

...

(gz) Northwest bound traffic on B Street at its intersection with Park Avenue.

...

(ha) Northbound and Southbound traffic on Badger Street at its intersection with Water Street.

...

(hb) Southbound traffic on Badger Street at its intersection with Grand Avenue.

...

(hc) Eastbound traffic on Bay Street at its intersection with Cedar Street.

...

(hd) Northwest bound traffic on Beach Drive at its intersection with Wisconsin Green Boulevard.

...

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(he) Southbound traffic on Bear Den Road at its intersection with Bridgewater Avenue.

...

(hf) Northwest bound traffic on Bear Den Road at its intersection with Irvine Park Drive.

...

(hg) Northbound and Southbound traffic on Beaver Street at its intersection with Water Street.

...

(hh) Southeast bound traffic on Beaver Street at its intersection with Grand Avenue.

...

(hi) Northwest bound traffic on Bergman Road at its intersection with Kennedy Road.

...

(hj) Northeast bound and Southwest bound traffic on Birch Street at its intersection with Bridge Street.

...

(hk) Northwest bound traffic on Bridge Street at its intersection with Elm Street.

...

(hl) Eastbound and Westbound traffic on Bridgewater Avenue at its intersection with Wheaton Street.

...

(hm) Southbound traffic on Broadway Avenue at its intersection with First Avenue.

...

(hn) Northeast bound and Southwest bound traffic on Canal Street at its intersection with Main Street.

...

(ho) Northwest bound and Southeast bound traffic on Carson Street at its intersection with Columbia Street.

...

(hp) Northwest bound and Southbound traffic on Carson Street at its intersection with Coleman Street.

...

(hq) Westbound traffic on Cedar Street at its intersection with Terrill Street.

...

(hr) Eastbound and Westbound traffic on Cedar Street at its intersection with Wheaton Street.

...

(hs) Eastbound traffic on Cedar Street at its intersection with Oak Street.

...

(ht) Southwest bound traffic on Cedar Street at its intersection with Bridge Street.

...

(hu) Northwest bound traffic on Center Street at its intersection with Canal Street.

...

(hv) Southwest bound traffic on Central Street at its intersection with State Street.

...

(hw) Northeast bound traffic on Central Street at its intersection with State Avenue.

...

(hx) Westbound traffic on Chapman Road at its intersection with Woodward Avenue.

...

(hy) Northbound traffic on Charles Street at its intersection with First Avenue.

...

(hz) Southbound traffic on Chippewa Crossing Boulevard at its intersection with East South Avenue.

...

(ia) Northwest bound traffic on Chippewa Mall Drive at its intersection with Park Avenue.

...

(ib) Southbound traffic on Chippewa Street at its intersection with Wisconsin Street.

...

(ic) Northbound and Southbound traffic on Chippewa Street at its intersection with Greenville Street.

...

(id) Northwest bound traffic on Chippewa Street at its intersection with Canal Street.

...

(ie) Northeast bound and Southwest bound traffic on Church Street at its intersection with State Street.

...

(if) Northeast bound traffic on Cliff Street at its intersection with Main Street.

...

(ig) Eastbound and Westbound traffic on Coleman Street at its intersection with Wheaton Street and Terrill Street.

...

(ih) Southwest bound traffic on Columbia Street at its intersection with Mansir Street.

...

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- (ii) Northeast bound traffic on Columbia Street at its intersection with State Street.
...
- (ij) Eastbound and Westbound traffic on Cottage Lane at its intersection with Wissota Green Parkway.
...
- (ik) Southwest bound traffic on Court Street at its intersection with State Street.
...
- (il) Northwest bound and Southeast bound traffic on Culver Street at its intersection with Grand Avenue and Spring Street.
...
- (im) Northbound traffic on Depot Street at its intersection with Canal Street.
...
- (in) Southbound traffic on Division Street at its intersection with Water Street.
...
- (io) Northeast bound traffic on Dover Street at its intersection with Coleman Street.
...
- (ip) Northeast and Southwest bound traffic on Dover Street at its intersection with Mansir Street.
...
- (iq) Northwest bound traffic on Duncan Street at its intersection with Canal Street.
...
- (ir) Westbound traffic on Dutchman Drive at its intersection with Dorch Street.
...
- (is) Eastbound and Westbound traffic on Dwight Street at its intersection with Wheaton Street.
...
- (it) Southbound traffic on Eagle Street at its intersection with Coleman Street.
...
- (iu) Northbound and Southbound traffic on Eagle Street at its intersection with Spruce Street, Cedar Street, Elm Street and Bridgewater Avenue.
...
- (iv) Northbound traffic on East Street at its intersection with Kennedy Road.
...
- (iw) Eastbound traffic on Edward Street at its intersection with State Avenue.
...
- (ix) Eastbound and Westbound traffic on Elm Street at its intersection with Wheaton Street and Superior Street.
...

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- (iy) Southbound traffic on Fox Run Drive at its intersection with Elm Street.
...
- (iz) Eastbound and Westbound traffic on Front Street at its intersection with Grand Avenue.
...
- (ja) Southeast bound traffic on Garden Street at its intersection with Chippewa Crossing Boulevard.
...
- (jb) Eastbound traffic on Garden Street at its intersection with Woodward Avenue and Park Avenue.
...
- (jc) Southbound traffic on Garden Street at its intersection with Bittenhoff Road.
...
- (jd) Eastbound traffic on Goldsmith Street at its intersection with State Avenue.
...
- (je) Northwest bound and Southeast bound traffic on Governor Street at its intersection with Columbia Street.
...
- (jf) Northwest bound traffic on Governor Street at its intersection with Wheaton Street.
...
- (jg) Southbound traffic on Grant Street at its intersection with East South Avenue.
...
- (jh) Southwest bound traffic on Greenville Street at its intersection with Park Avenue.
...
- (ji) Eastbound traffic on Greenville Street at its intersection with A Street and Main Street.
...
- (jj) Eastbound and Westbound traffic on Greenville Street at its intersection with Woodward Avenue.
...
- (jk) Northwest bound traffic on Grove Street at its intersection with Central Street.
...
- (jl) Northwest bound and Southeast bound traffic on Grove Street at its intersection with Spring Street, Court Street, Grand Avenue and Columbia Street.
...
- (jm) Southeast bound traffic on Halblieb Road at its intersection with Kennedy Road and First Avenue.

- (jn) Southeast bound traffic on Hauptmann Road at its intersection with Kennedy Road.
...
- (jo) Northwest bound and Southeast bound traffic on Herbert Street at its intersection with Canal Street
...
- (jp) Northwest bound and Southeast bound traffic on Herschel Street at its intersection with Spring Street.
...
- (jq) Northwest bound traffic on Herschel Street at its intersection with Grand Avenue.
...
- (jr) Southeast bound traffic on High Street at its intersection with Elm Street.
...
- (js) Northwest bound and Southeast bound traffic on High Street at its intersection with Spring Street and Central Street.
...
- (jt) Northwest bound traffic on High Street at its intersection with Grand Avenue.
...
- (ju) Southbound traffic on Hilary Street at its intersection with Elm Street.
...
- (jv) Northbound traffic on Hilary Street at its intersection with Bridgewater Avenue.
...
- (jw) Southbound traffic on Huron Street at its intersection with Elm Street.
...
- (jx) Eastbound traffic on Irvine Park Drive at its intersection with Jefferson Avenue.
...
- (jy) Southbound traffic on Irvine Street at its intersection with Chapman Road.
...
- (jz) Northbound and Southbound traffic on Irvine Street at its intersection with Wisconsin Street, Linden Street and Greenville Street.
...
- (ka) Northwest bound traffic on Irvine Street at its intersection with Park Avenue.
...
- (kb) Northwest bound and Southeast bound traffic on Island Street at its intersection with Central Street, Columbia Street and Willow Street.
...

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- (kc) Northwest bound and Southeast bound traffic on Jeffers Road at its intersection with Park Avenue.
...
- (kd) Eastbound traffic on Lafayette Street at its intersection with A Street.
...
- (ke) Eastbound and Westbound traffic on Linden Street at its intersection with Wilson Street, Woodward Avenue and A Street.
...
- (kf) Southbound traffic on Lowater Road at its intersection with Kennedy Road.
...
- (kg) Southbound traffic on Lynn Street at its intersection with East South Avenue.
...
- (kh) Eastbound and Westbound traffic on Macomber Street at its intersection with Wheaton Street.
...
- (ki) Southeast bound traffic on Madison Street at its intersection with Bridgewater Avenue.
...
- (kj) Northbound and Southbound traffic on Main Street at its intersection with Wisconsin Street.
...
- (kk) Northbound traffic on Main Street at its intersection with Greenville Street.
...
- (kl) Eastbound and Westbound traffic on Mansfield Street at its intersection with Wheaton Street and Terrill Street.
...
- (km) Southbound traffic on Mansir Street at its intersection with Columbia Street.
...
- (kn) Northbound and Southbound traffic on Maple Street at its intersection with Wisconsin Street and Linden Street.
...
- (ko) Southbound traffic on Marilyn Street at its intersection with Garden Street.
...
- (kp) Southeast bound traffic with Marshall Street at its intersection with Grand Avenue.
...
- (kq) Northeast bound and Southwest bound traffic on Miles Street at its intersection with Mansir Street.

...

(kr) Northeast bound traffic on Miles Street at its intersection with Albert Street.

...

(ks) Northbound traffic on Miller Street at its intersection with First Avenue.

...

(kt) Northwest bound traffic on Mitchell Street at its intersection with Canal Street.

...

(ku) Southbound traffic on Mooring Line Drive at its intersection with Beach Drive.

...

(kv) Northwest bound traffic on Mooring Line Drive at its intersection with Wissota Green Parkway.

...

(kw) Eastbound traffic on North Street at its intersection with Palmer Street and State Avenue.

...

(kx) Northbound traffic on Oak Street at its intersection with Cedar Street.

...

(ky) Eastbound and Westbound traffic on Olive Street at its intersection with Wheaton Street.

...

(kz) Northbound and Southbound traffic on Palmer Street at its intersection with First Avenue and Water Street.

...

(la) Northeast bound and Southwest bound traffic on Park Avenue at its intersection with Main Street.

...

(lb) Southeast bound traffic on Park Place at its intersection with Elm Street.

...

(lc) Northbound and Southbound traffic on Pearl Street at its intersection with Cedar Street.

...

(ld) Northbound traffic on Pearl Street at its intersection with Elm Street.

...

(le) Northwest bound and Southeast bound traffic on Peck Street at its intersection with Columbia Street.

...

(lf) Northwest bound traffic on Peck Street at its intersection with Coleman Street.

...

(lg) Northbound and Southbound traffic on Perry Street at its intersection with Elm Street.

- ...
- (lh) Northbound traffic on Perry Street at its intersection with Bridgewater Avenue.
- ...
- (li) Southbound traffic on Peterson Road at its intersection with Park Avenue.
- ...
- (lj) Southbound traffic on Pine Needle Drive at its intersection with First Avenue.
- ...
- (lk) Northwest bound and Southeast bound traffic on Pine Street at its intersection with Central Street.
- ...
- (ll) Southeast bound traffic on Pine Street at its intersection with Grand Avenue.
- ...
- (lm) Northwest bound traffic on Pine Street at its intersection with Columbia Street.
- ...
- (ln) Westbound traffic on Poplar Street at its intersection with State Avenue.
- ...
- (lo) Westbound traffic on Portland Avenue at its intersection with Greenville Street.
- ...
- (lp) Northwest bound and Southeast bound traffic on Prairie Street at its intersection with Court Street and Spring Street.
- ...
- (lq) Southeast bound traffic on Prairie Street at its intersection with Central Street.
- ...
- (lr) Northwest bound and Southeast bound traffic on Prairie Street at its intersection with Grand Avenue.
- ...
- (ls) Northwest bound traffic on Prairie Street at its intersection with Columbia Street.
- ...
- (lt) Southbound traffic on Prairie View Road at its intersection with East South Avenue.
- ...
- (lu) Northbound and Southbound traffic on Prentice Street at its intersection with First Avenue.
- ...
- (lv) Northeast bound traffic on Rand Street at its intersection with Carson Street.

...

(lw) Southwest bound traffic on Rand Street at its intersection with Mansir Street.

...

(lx) Northeast bound and Southwest bound traffic on River Street at its intersection with State Street.

...

(ly) Northwest bound and Southeast bound traffic on Rural Street at its intersection with Court Street, Spring Street and Central Street.

...

(lz) Northbound and Southbound traffic on Saint Paul Street at its intersection with Elm Street.

...

(ma) Westbound traffic on East South Avenue at its intersection with Park Avenue.

...

(mb) Eastbound traffic on East South Avenue at its intersection with Woodward Avenue.

...

(mc) Northeast bound and Southwest bound traffic on Spring Street at its intersection with Pine Street, Island Street and State Street.

...

(md) Eastbound and Westbound traffic on Spruce Street at its intersection with Wheaton Street and Terrill Street.

...

(me) Northeast bound and Southwest bound traffic on Spruce Street at its intersection with Bridge Street.

...

(mf) Eastbound and Westbound traffic on Squire Street at its intersection with Wheaton Street.

...

(mg) Northbound and Southbound traffic on Saint Augustine Street at its intersection with Elm Street.

...

(mh) Eastbound and Westbound traffic on Stanley Street at its intersection with Wheaton Street and Terrill Street.

...

(mi) Northbound traffic on State Avenue at its intersection with First Avenue.

...

(mj) Northwest bound and Southeast bound traffic on State Street at its intersection with Grand Avenue and Court Street.

...

(mk) Westbound traffic on Summit Avenue at its intersection with Main Street.

...

- (ml) Northeast bound and Westbound traffic on Summit Avenue at its intersection with Woodward Avenue.
...
- (mm) Northwest bound and Southeast bound traffic on Superior Street at its intersection with Columbia Street.
...
- (mn) Northbound and Southbound traffic on Superior Street at its intersection with Coleman Street, Stanley Street and Cedar Street.
...
- (mo) Northwest bound traffic on Taylor Street at its intersection with Spring Street.
...
- (mp) Eastbound traffic on Terrace Drive at its intersection with 137th Street.
...
- (mq) Northbound traffic on Terrill Street at its intersection with Bridgewater Avenue.
...
- (mr) Northbound and Southbound traffic on Terrill Street at its intersection with Elm Street.
...
- (ms) Eastbound and Westbound traffic on Therbrook Street at its intersection with Division Street.
...
- (mt) Southbound traffic on Tilton Road at its intersection with Nelson Road.
...
- (mu) Northbound and Southbound traffic on Veronica Street at its intersection with Garden Street.
...
- (mv) Southbound traffic on Veronica Street at its intersection with East South Avenue.
...
- (mw) Northeast bound and Southwest bound traffic on Vine Street at its intersection with Main Street.
...
- (mx) Southwest bound traffic on Vine Street at its intersection with Woodward Avenue.
...
- (my) Southbound traffic on Wall Street at its intersection with Coleman Street.
...
- (mz) Northeast bound and Southwest bound traffic on Walnut Street at its intersection with Main Street.
...
- (na) Eastbound traffic on Warren Street at its intersection with Kennedy Road.

...

(nb) Eastbound and Westbound traffic on Warren Street at its intersection with Palmer Street.

...

(nc) Westbound traffic on Water Street at its intersection with State Street.

...

(nd) Eastbound traffic on Water Street at its intersection with Division Street.

...

(ne) Northbound traffic on Well Street at its intersection with First Avenue.

...

(nf) Northbound and Southbound traffic on Well Street at its intersection with Water Street.

...

(ng) Northbound traffic on Wheaton Street at its intersection with Mansir Street (left and right side of the street).

...

(nh) Southbound traffic on Whispering Pine Drive at its intersection with First Avenue.

...

(ni) Westbound traffic in William Street at its intersection with Palmer Street.

...

(nj) Southbound traffic on Willow Creek Parkway at its intersection with Bridgewater Avenue.

...

(nk) Northeast bound and Southwest bound traffic on Willow Street at its intersection with Mansir Street.

...

(nl) Westbound traffic on Wisconsin Street at its intersection with A Street.

...

(nm) Eastbound and Westbound traffic on Wisconsin Street at its intersection with Woodward Avenue and Park Avenue.

...

(nn) Southbound traffic on Woodward Avenue at its intersection with Greenville Street.

...

(no) Northwest bound and Southeast bound traffic on Woodward Avenue at its intersection with Park Avenue.

...

(np) Northwest bound traffic on Woodward Avenue at its intersection with Canal Street.

...

Dated this 3rd day of January, 2017.

1ST READING: December 20, 2016

2ND READING: January 3, 2017

ADOPTED: _____

Council President

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

**RESOLUTION AUTHORIZING AN ANNUAL ADJUSTMENT FOR 2017 FOR
NON-REPRESENTED AND MANAGEMENT EMPLOYEES**

WHEREAS, Committees #1 and #2 have reviewed and approved an annual adjustment of all base wages for 2017 for all regular permanent full-time and regular permanent part-time employees except represented protective service employees as follows:

January 1, 2017 one percent (1.0 %);

NOW BE IT RESOLVED, that all employees in the above categories except for represented protective service employees shall be granted the annual adjustment as specified above, and

NOW BE IT FURTHER RESOLVED that all steps in the non-represented and managerial matrix as adopted in 1999 shall be amended to reflect this adjustment.

Dated this 20th day of December, 2016.

ADOPTED: _____

Council President

APPROVED: _____
Mayor

ATTEST: _____

**RESOLUTION TO ADOPT THE CITY OF CHIPPEWA FALLS
2017-2021 FIVE YEAR STREET IMPROVEMENT PROGRAM,
AS THE OFFICIAL MUNICIPAL STREET IMPROVEMENT PLAN**

WHEREAS, the City of Chippewa Falls, has updated the five year street improvement plan for the City; and

WHEREAS, this plan identifies specific recommendations and priorities for improving the streets within the City of Chippewa Falls; and

WHEREAS, municipalities are required to have a municipal street improvement plan on file with the Wisconsin Department of Transportation in order to be eligible to obtain state and federal cost-sharing financial aids for the improvement of streets.

NOW, THEREFORE BE IT RESOLVED, that the Common Council hereby adopts the City of Chippewa Falls 2017-2021 Five Year Street Improvement Program as the official municipal street improvement plan.

Dated this 20th day of December, 2016

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

PUBLISHED: _____



STATE/MUNICIPAL AGREEMENT FOR A LOCAL-LET TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290
Program Name: TAP

Date: **September 29, 2016**

I.D.: **8996-01-04/05**

Project Title: **Chippewa River State Trail Connection**

Location/Limits: **40th Avenue – Bridge Street**

Project Length (if applicable): **1.63 miles**

Project Sponsor: **City of Chippewa Falls**

County: **Chippewa County**

MPO Area (if applicable): **Chippewa-Eau Claire MPO**

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.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project 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.

Proposed Project - Nature of work: **This project includes construction of a separated, 10 foot paved pathway with 2 foot shoulders on each side, beginning at 40th Avenue and STH 124 in the Village of Lake Hallie. It will extend up to the City of Chippewa Falls' corporate limit. It then continues starting at Main Street and Park Avenue in Chippewa Falls to STH 29/Bridge Street. Total trail length will be 8,650 feet.**

Need for or Benefits of Project – summarize reasons for request: **The proposed project includes construction of the final gap of the Chippewa River State Trail in the Chippewa-Eau Claire Urbanized Area. This segment of the trail is identified in the Wisconsin Bicycle Transportation Plan 2020 as one of seven key intercity trails in the state due to its location and the corridor it serves. Once complete, the trail network will provide 70 miles of continuous trail connectivity in the region with pedestrian and bike connections between the cities of Cornell, Chippewa Falls, Lake Hallie, Eau Claire, Durand and Menomonie, Wisconsin. The municipalities with access to the trail have a combined population of over 108,000 people with significant efforts in recent years by each jurisdiction to develop and expand their respective trail networks for improved connectivity and safety for non-motorized travel. Residents and workers will be able to safely walk or bike to work as new growth and development increase traffic on busy State and local roads where pedestrians are forced to share busy roadways with motorists.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements if the project is approved in a federally funded program: **None.**

The Project Sponsor agrees to the following State Fiscal Year 2016-2020 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and 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 \$507,982 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$507,982 federal funding maximum, in accordance with TAP 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.

The project is subject to a discretionary DBE goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: August 29, 2016

Commencement deadline: August 29, 2020

Completion deadline: June 30, 2023

The project commencement deadline is fixed by statute, and may not be extended.

The subject project must be completed by **June 30, 2023**, 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 completion 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.

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, to be distributed across federally-funded project phases. 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					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 8996-01-04					
Design	\$62,536	\$50,029	80%*	\$12,507	20%+BAL*
Design Review #	\$24,052	\$19,241	80%*	\$4,811	20%+BAL*
ID 8996-01-05					
Participating Construction	\$481,044	\$384,835	80%*	\$96,209	20%+BAL*
Participating Construction Review #	\$67,346	\$53,877	80%*	\$13,469	20%+BAL*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$634,978	\$507,982	MAX	\$126,996	N/A

*This project has a TAP federal funding maximum of \$507,982. 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 4–10) 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 City of Chippewa Falls: (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. 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. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. Sec. 85.021.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. 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 Transportation Alternatives 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.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Management Consultant and State Review Services.
 - j. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
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 TAP 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.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The 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).
 - h. Real estate for the improvement.
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law at 23 U.S.C. 213.

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 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State 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.
16. 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.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. 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.
20. 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.
21. 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.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. 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.

24. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

25. 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), 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.

26. 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), sexual orientation as defined in s. 111.32 (13m), or national origin.

27. 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.

28. 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.

- 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.
29. The subject project must be completed by June 30, 2023, 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 completion 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:

30. 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.
31. 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.
32. *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.
33. *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.
34. *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.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. **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.
37. **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.

38. The Project Sponsor agrees to the following State Fiscal Year 2016-2020 TAP project funding conditions:
- a. ID 8996-01-04: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 8996-01-05: Construction:
 - i. Costs for construction and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$507,982 is cumulative for all federally funded project phases.

[End of Document]