

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

JANUARY 7, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

Chair Hull called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Randy Scholz, Traci Bremness, Brian Kelley, Deb Blevins, Andy Bauer, Lori Zwiefelhofer, WEAU, Toni Hohlfelder, Ken Schmitt

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Dec 17, 2024 4:00 PM

3. Schedule Next Meeting Date - January 21, 2025

5. REPORTS

1. County Highway T Corridor & County Highway M Bridge Funding – Brian Kelley

Kelly gave an update on the County Highway T Corridor project and the County Highway M bridge funding. He gave this report to the Highway Committee last month and the plan was to share this with the County Board next week. However, he just received new cost information this week for County Highway T and that will need to be reviewed with the Highway Committee again before this goes to the full County Board. Kelly explained that Eau Claire County is applying for the grants because they are taking lead on this project. They apply on our behalf.

Executive Committee

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4:00 PM

Kelley explained the County Hwy M bridge is Wisconsin's 5th longest County bridge and was built in 1950. There are no discussions or plan yet to close the bridge so far. The concern is some gusset plates are buckling due to heavy loading. The hope is to keep the heavy loads off the bridge so we can keep the bridge open until it is replaced. When it's time for construction the bridge will likely be closed for about two seasons (11-14 months).

Chippewa County's share for the bridge will be about \$5 million assuming we can secure a minimum of \$10 million of state/Federal funds. Goal is to finish design in 2026-2027 and construction in 2028-2029. Scholz referenced the funding plan and explained that each future County Board would need to approve those expenditures through the budget process.

RESULT:	DISCUSSED
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6. BUSINESS ITEMS

1. Resolution to Disallow Claim of Acuity Insurance on Behalf of Michael Nyseth – Deb Blevins
Blevins gave an update on the claim and explained it is the recommendation of WMMIC, our liability insurance carrier, that we disallow the claim.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

2. Resolution to Disallow Claim of Charles Siekert – Deb Blevins
Blevins gave an update on the claim and explained it is the recommendation of WMMIC, our liability insurance carrier, that we disallow the claim.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Gehring, District 4
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

3. Resolution to Authorize Compensation and Mileage Reimbursement for Up to 100 Days of Committee Meetings in 2025 – Randy Scholz
Scholz explained this is the same resolution we have to bring back every year for approval. If the County Board doesn't approve this and a member goes over the number of meetings then they won't get paid.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 1/14/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

4. Resolution to Pledge Funding for Expansion of County Highway T Corridor – Randy Scholz/Brian Kelley

Executive Committee

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Hull stated with the new information that Kelley recently received the request is to send this back to the Highway Committee for further review.

RESULT:	REFERRED TO COMMITTEE [UNANIMOUS]	Next: 1/22/2025 10:00 AM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

- A. County Board Chair Report
- B. County Administrator Operation Report

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

The meeting adjourned at 4:39 p.m.

RESULT:	APPROVED [4 TO 0]
MOVER:	Jason Bergeron, District 7
SECONDER:	Joel Seidlitz, District 9
AYES:	Mueller, Gehring, Bergeron, Seidlitz
RECUSED:	Hull

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

DECEMBER 17, 2024

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

Chair Hull called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Dean Mueller	Chippewa County	District 20, Vice-Chair	Present	
Peter Gehring	Chippewa County	District 4	Present	
Jason Bergeron	Chippewa County	District 7	Present	
Joel Seidlitz	Chippewa County	District 9	Present	

Others Present: Randy Scholz, Traci Bremness, Andy Bauer, Lori Zwiefelhofer, Jessica Mudgett, Jon Hochkammer, Dave Bretl

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Jason Bergeron, District 7
SECONDER: Joel Seidlitz, District 9
AYES: Hull, Mueller, Gehring, Bergeron, Seidlitz

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Dec 3, 2024 4:00 PM

Executive Committee - Special Meeting - Dec 4, 2024 4:00 PM

3. Schedule Next Meeting Date - January 7, 2025

5. REPORTS

6. BUSINESS ITEMS

1. Resolution to Approve up to \$2,628,217.00 to be Added to Grant Contract No. HSG 24-07 Between the State of Wisconsin and Chippewa County to be Utilized by Hope Village to be Used for a Conversion Project to Create Additional Affordable Housing – Jessica Mudgett

Minutes Acceptance: Minutes of Dec 17, 2024 4:00 PM (Consent Agenda)

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4:00 PM

Mudgett explained this request will replace the prior request approved via Resolution 39-24 which authorized \$1,500,000. That amount was never added to the existing grant. The total project cost is \$2,628,217 and, if approved, that will be added to the existing regional grant. There is now an accepted offer on the Indianhead Motel. The funds need to be spent by 2026 but the state would like the funds spent by 2025. They are tentatively shooting for a December 2025 end date. The closing on the property will happen in March then the RFP will be put out for the contractors. There are 27 units that will be converted. Each unit will have a kitchenette and other items will be updated (heating, windows, sprinkler system, removal of lead paint, siding, windows, etc.).

Motion (Seidlitz/Bergeron) to amend the title to say "...approve up to \$2,628,217.00 to be added...".
Carried 5-0

RESULT:	FORWARD TO COUNTY BOARD [4 TO 1]	Next: 1/14/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Peter Gehring, District 4	
AYES:	Hull, Gehring, Bergeron, Seidlitz	
NAYS:	Mueller	

2. Resolution to Allow Claim of Motorist Commercial Mutual Insurance Company on Behalf of Dorn Construction LLC – Deb Blevins
Blevins explained it is the recommendation from WMMIC to allow this claim.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Mueller, District 20, Vice-Chair
SECONDER:	Peter Gehring, District 4
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

3. Review County Administrator's 2024 Performance Goals - Randy Scholz
Scholz reviewed the status of his 2024 performance goals. He commented when setting new goals for the next County Administrator, try and keep in mind they shouldn't become staff goals (i.e. financial software implementation). Scholz reviewed some suggested goals for the new County Administrator.

Gehring reiterated goal #1 recommended from Randy. The new person needs to do things that follow our policies and not how they used to do it.

Hull thanked Scholz for the update.

RESULT:	DISCUSSED
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4. County Administrator Recruitment - Toni Hohlfelder
Dave Bretl and Jon Hochkammer, consultants with PAA, appeared via zoom.

Bretl stated there are four County Administrator openings state-wide. He explained the goal today is to discuss the process, timeline/dates and then start advertising tomorrow. When the recruitment closes, a report will go to Executive Committee that includes everyone who applied along with feedback on which

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4:00 PM

candidates are not recommended to move forward. They will also give recommendations for the ones that should move forward to the final interviews.

PAA does not recommend any changes to our existing ordinance which outlines the role of the County Administrator. Hochkammer reviewed the assessment feedback and overall budget development and capital planning were the highest ranked skills. Under the personal qualities section, leadership skills ranked as the #1 priority.

The committee discussed the requirements for the position and agreed on a few changes to make it easier to understand what qualifications are required versus preferred. The committee also agreed to remove the reference to ICMA qualifications as Scholz felt that wasn't important because it focuses more on cities than counties.

The committee supported setting the salary range at \$155,000 - \$170,000.

Hochkammer explained that law enforcement doesn't like to do background checks so they contract with a company out of MN to do the background checks and have had a lot of success with that.

On February 4th PAA will be here in person for a closed session to select the finalist candidates for in person interviews. At this meeting the committee will review the resumes and watch a recorded zoom interview between the candidates and PAA (appx 10-15 minutes each). Then the finalists will be asked to complete an emotional intelligence test. Supervisor Gehring will be out of town for this meeting.

On Tuesday, February 18th during the day the finalists will interview with the DOA staff and Department Heads. They will have some time to meet with the media. Then in the evening there will be a meet and greet with the full County Board. This is an opportunity for the members not on the Executive Committee to give their feedback to the Executive Committee so they have that information prior to the formal interviews.

On Wednesday, February 19th the Executive Committee will conduct the formal interviews. The candidates will also be asked to complete a written exercise and then given a tour of the county. PAA will then take care of negotiations with the finalist.

On March 4th the Executive Committee will finalize a resolution and contract that will be forwarded to the County Board for confirmation.

RESULT:	DISCUSSED
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7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

A. County Board Chair Report

B. County Administrator Operation Report

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

9. ADJOURN

Minutes Acceptance: Minutes of Dec 17, 2024 4:00 PM (Consent Agenda)

Executive Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

December 17, 2024
4:00 PM

The meeting adjourned at 6:17 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Seidlitz, District 9
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

Minutes Acceptance: Minutes of Dec 17, 2024 4:00 PM (Consent Agenda)



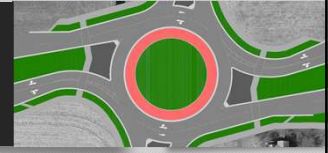
County Highway T Corridor & County Highway M Bridge Funding

Brian Kelley – Chippewa County Highway Commissioner
 Highway Committee: December 19, 2024
 Executive Committee: January 7, 2025
 County Board: January 14, 2025

Agenda

- County Highway T Corridor Expansion
- County Highway M Chippewa River Bridge
- Proposed Funding Approach
- Q & A

County Highway T – Corridor Expansion Location



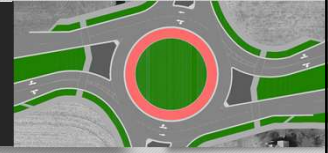
- Chippewa-Eau Claire Metropolitan Area
- South Limits:
 - Alpine Road in Eau Claire County
- North Limits:
 - 33rd Avenue in Chippewa County
- Project Length: 3.5 miles
 - 2.3 miles in Chippewa County
 - 1.2 miles in Eau Claire County
 - Total of 2.2 miles within current Eau Claire City limits

County Highway T – Corridor Expansion Purpose & Need



- Purpose
 - Improve Safety
 - Increase corridor capacity
 - Spur economic development
- Need
 - Rapid increase in development along the corridor
 - Traffic volumes have continued to increase
 - Designated as an oversize overweight truck route
 - 55 access points along the corridor (side roads, field entrances, private driveways)

County Highway T – Corridor Expansion Project Stakeholders



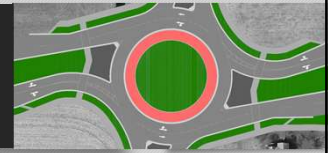
- Stakeholder Team
 - City of Eau Claire
 - Eau Claire County
 - Chippewa County
 - Town of Union
 - Town of Wheaton
- Share of Costs
 - 32.67%
 - City of Eau Claire, Eau Claire County, Chippewa County
 - 1%
 - Town of Union, Town of Wheaton

County Highway T – Corridor Expansion Official Mapping



- Ensures that development aligns with future corridor expansion
- Public involvement meetings on 6-28-21 and 9-20-21
- Approved by Chippewa & Eau Claire County Boards
- Filed with Eau Claire County and Chippewa County Register of Deeds offices in October 2022

County Highway T – Corridor Expansion Preliminary Design

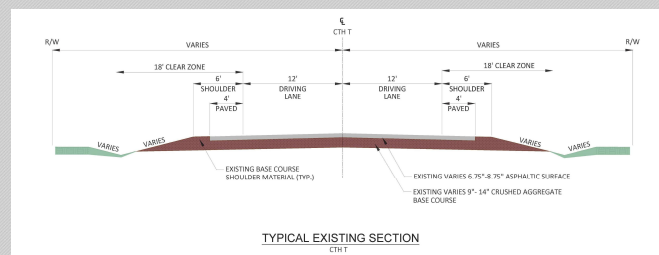


- Preliminary Engineering (30% plans)
 - Stakeholder team has contracted with Jewell Associates
 - Scheduled for completion in January 2025
 - Includes entire corridor
 - Increases competitiveness of grant applications
 - Provides detailed cost estimates
 - Next step towards goal of construction
- Chippewa County has spent \$107,952 in 2023 and 2024
 - Corridor mapping
 - Funding applications
 - Preliminary engineering

County Highway T – Corridor Expansion Existing Conditions

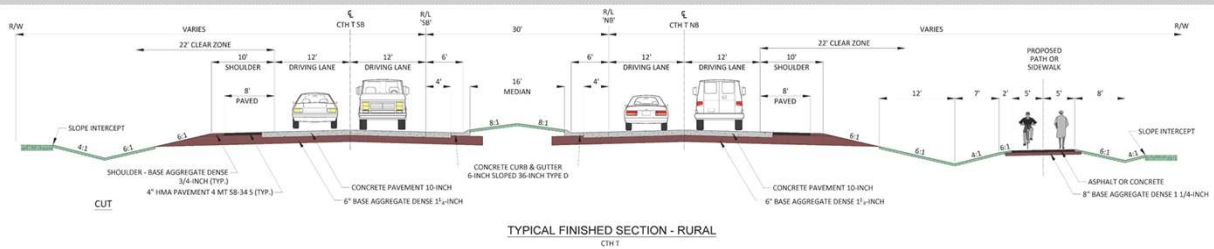


- 2-lane asphalt highway
 - 12' driving lanes w/ 6' shoulder (4' paved)
- Approx. 7,750 vehicles/day

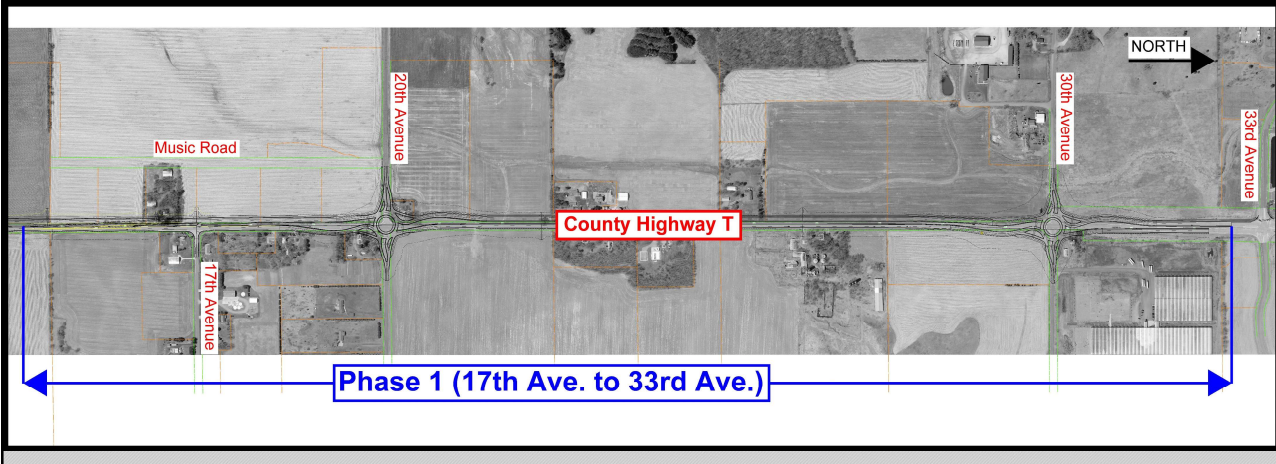


County Highway T – Corridor Expansion Proposed Improvements

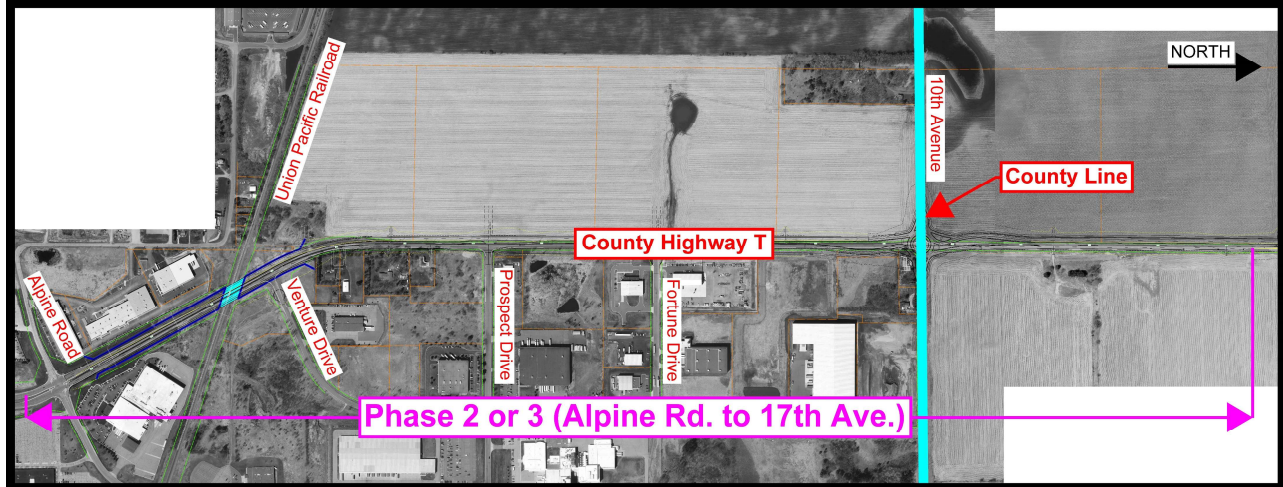
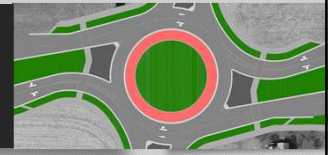
- 4-lane divided highway
 - Concrete pavement
- Bike/pedestrian accommodations
- Roundabout intersection control



County Highway T – Corridor Expansion Phased Approach



County Highway T – Corridor Expansion Phased Approach (cont'd)

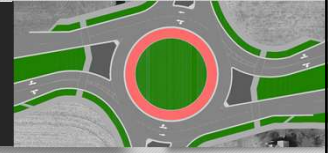


County Highway T – Corridor Expansion Phased Approach (cont'd)



- Continue with joint funding applications
 - Eau Claire County as lead agency
- Phase 1 entirely in Chippewa County
- Future phase(s) include work in Eau Claire County
- Stakeholder team is committed to success of overall corridor expansion
 - Unified approach improves strength of future funding applications

County Highway T – Corridor Expansion Funding Efforts



- Federal Funding Applications

- Unsuccessful:
 - Two Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant applications
 - Multimodal Project Discretionary Grant (MPDG) application
- Successful:
 - \$10M Congressionally Directed Spending (CDS) request
- Pending:
 - Nationally Significant Freight and Highway Projects (INFRA) grant
- Future:
 - STP-Urban
 - Additional State/Federal grant applications

County Highway T – Corridor Expansion Intergovernmental Cooperation



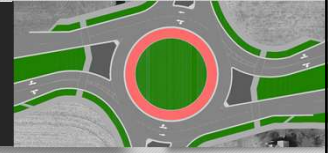
- Intergovernmental Cooperative Agreement

- Town of Union (signed 11-12-24)
- Town of Wheaton (signed 11-12-24)
- City of Eau Claire (signed 11-14-24)
- Eau Claire County (signed 12-3-24)
- Chippewa County (to be signed 1-15-25)

- Stakeholders agree to cost shares

- 32.67% each: City of Eau Claire, Eau Claire County, Chippewa County
- 1% each: Town of Union, Town of Wheaton

County Highway T – Corridor Expansion Phase 1 Schedule



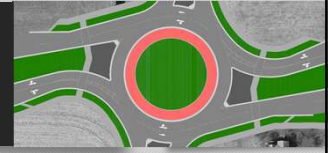
- Preliminary engineering project underway
 - Completion January 2025
- Additional funding search: ongoing
- Purchase right-of-way: 2025-2026
- Target final design project: 2024-2026
- Target construction project: 2027-2028

County Highway T – Corridor Expansion Next Steps



- Sign intergovernmental agreement for Phase 1
- Complete 30% preliminary design plans
- Continue searching for additional State/Federal funds to reduce local share

County Highway T – Corridor Expansion Questions



Questions & Answers

County Highway M – Chippewa River Bridge Existing Structure



- Steel bridge constructed in 1950 (74 years old)
- Length: 798' (Wisconsin's 5th-longest County bridge)
- Spans: 6
- Water depth: 33.5'
- Weight limit: 20 tons
- Sufficiency rating: 12.2/100 (3rd-lowest County structure out of 3,121 in WI)
- Deficiency: Buckling of truss connection gusset plates due to heavy loading

County Highway M – Chippewa River Bridge Purpose & Need



- Purpose
 - Maintain safe river crossing
 - Accommodate today's heavy loads
 - Provide access for emergency services
- Need
 - 15.1 mile detour route would take effect if bridge is closed unexpectedly
 - Current 20-ton weight limit has negative impact on local businesses, ag/timber industries
 - Difficult to keep heavy loads off of bridge
 - Tourism industry relies on river crossing at this location

County Highway M – Chippewa River Bridge Preliminary Design



- Preliminary Engineering (30% plans)
 - Highway Department has contracted with Ayres Associates
 - Currently negotiating fees
 - Increases competitiveness of grant applications
 - Provides detailed cost estimates
 - Next step towards goal of construction
- Highway Department will transfer \$400,000 of savings from CTH G bridge to fund preliminary design project

County Highway M – Chippewa River Bridge Proposed Improvements



- Likely to be a multi-span prestressed concrete girder structure
 - Analyze the cost of longer spans & thicker girders vs. shorter spans & additional piers
 - Increase clear width from 24' to approx. 30'
- Realignment of the bridge parallel to the existing bridge to be evaluated
- Crossing likely to be closed for 11-14 months for construction

County Highway M – Chippewa River Bridge Funding Efforts



- 2023 WisDOT Local Bridge Program
 - Funding application denied
- 2024 Congressionally Directed Spending (CDS) request
 - Requested \$10M via Senator Tammy Baldwin
 - Only \$4M of request is currently under consideration
 - Awaits approval of appropriations bill
- 2025 WisDOT Local Bridge Program
 - Request program's cap amount of \$6M
- \$5M Chippewa County local funds
 - Continue to try and reduce this amount with State/Federal funding

County Highway M – Chippewa River Bridge Schedule



- Preliminary engineering underway
 - Completion in 2026
- Additional funding search: ongoing
- Target final design project: 2026-2027
- Target construction project: 2028-2029

County Highway M – Chippewa River Bridge Next Steps



- Secure a minimum of \$10M State/Federal funds
- Complete 30% preliminary design plans
- Monitor existing bridge's condition
- Enforce weight limit compliance

County Highway M – Chippewa River Bridge



Questions & Answers

Proposed Funding Approach Preliminary Cost Estimates

CTH T Corridor - Phase 1

Scenario	Project Cost	CDS	Total Local Share	Chippewa County Share (32.67%)	% Local Share
1	\$12,500,000	\$10,000,000	\$2,500,000	\$816,667	20.0%
2	\$13,000,000	\$10,000,000	\$3,000,000	\$980,000	23.1%
3	\$14,000,000	\$10,000,000	\$4,000,000	\$1,306,667	28.6%
4	\$15,000,000	\$10,000,000	\$5,000,000	\$1,633,333	33.3%
5	\$16,000,000	\$10,000,000	\$6,000,000	\$1,960,000	37.5%
6	\$17,000,000	\$10,000,000	\$7,000,000	\$2,286,667	41.2%

CTH M Bridge

Scenario	Project Cost	Local Bridge Program	CDS	Chippewa County Share	% Local Share
1	\$10,000,000	\$4,000,000	\$4,000,000	\$2,000,000	20.0%
2	\$11,000,000	\$4,800,000	\$4,000,000	\$2,200,000	20.0%
3	\$12,000,000	\$5,600,000	\$4,000,000	\$2,400,000	20.0%
4	\$13,000,000	\$6,000,000	\$4,000,000	\$3,000,000	23.1%
5	\$14,000,000	\$6,000,000	\$4,000,000	\$4,000,000	28.6%
6	\$15,000,000	\$6,000,000	\$4,000,000	\$5,000,000	33.3%

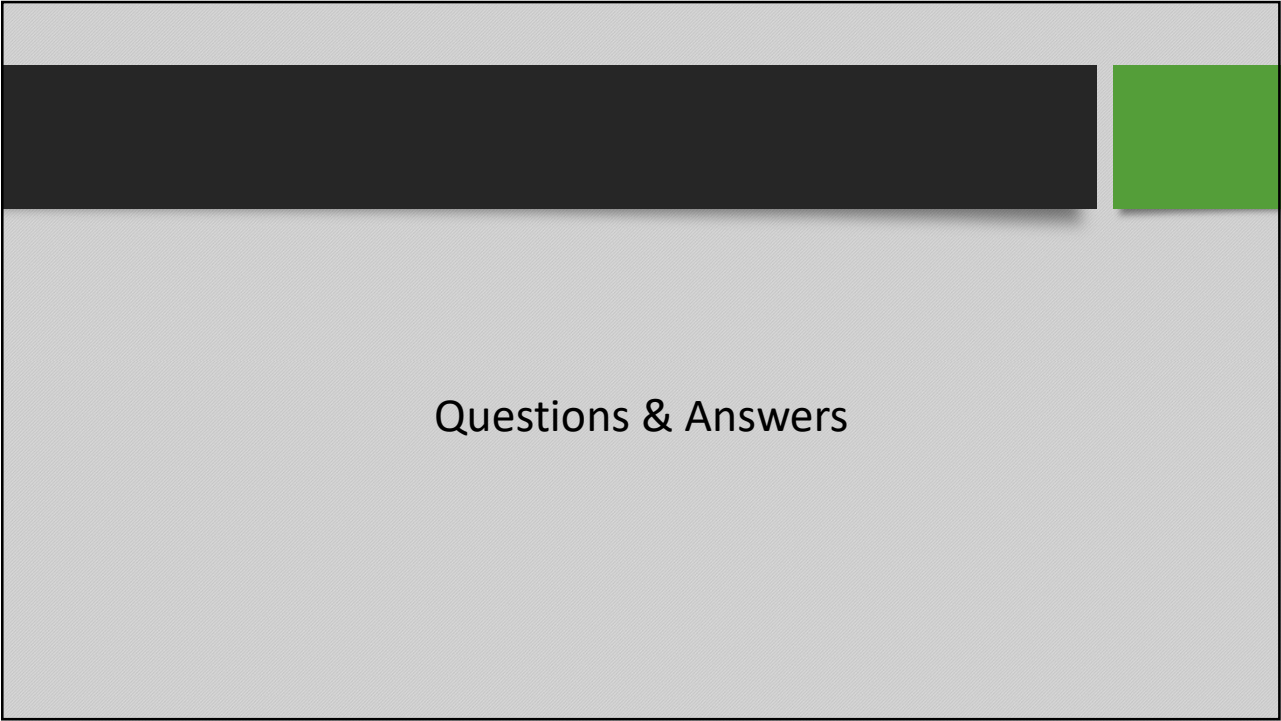
Proposed Funding Approach 2024 – 2030 Funding Plan

Year	Total Amount	Source
2024	\$1,100,000	ARPA replacement funding for CTH OO
2024	\$400,000	CTH G bridge savings
2024	\$600,000	Possible year end closeout funds
2026	\$1,000,000	Additional sales tax through budget process
2027	\$500,000	Increase 27-28 bonding by \$1M in 2026
2027	\$1,000,000	Additional sales tax through budget process
2028	\$500,000	Increase 27-28 bonding by \$1M in 2026
2028	\$1,000,000	Additional sales tax through budget process
2029	\$1,250,000	Increase 29-30 bonding by \$2.5M in 2028
2030	\$1,250,000	Increase 29-30 bonding by \$2.5M in 2028
TOTAL	\$8,600,000	

	2024	2025	2026	2027	2028	2029	2030	TOTAL
CTH T Corridor	\$1,200,000	\$0	\$500,000	\$250,000	\$250,000	\$150,000	\$1,250,000	\$3,600,000
CTH M Bridge	\$900,000	\$0	\$500,000	\$1,250,000	\$1,250,000	\$1,100,000	\$0	\$5,000,000

Proposed Funding Approach County T Corridor – Funding for Future Phases

- CTH T Corridor – Phase 1
 - \$17M project cost estimate (high end)
 - Chippewa County's local share: \$2,286,667
 - Note: Updated cost estimate expected January 2025
- Total funds to be allocated for CTH T Corridor: \$3,600,000
 - Funds available for future phases: \$1,313,333
- More of these funds may become available for remaining phases of CTH T Corridor
 - Savings in CTH M Bridge construction bid
 - Savings in CTH T Corridor Phase 1 construction bid
 - Additional State/Federal grants for either project





STATEMENT OF EXPLANATION

Resolution No.

RESOLUTION TO DISALLOW CLAIM OF ACUITY INSURANCE ON BEHALF OF MICHAEL NYSETH

On November 18, 2024, Acuity Insurance filed a formal notice of claim on behalf of its insured, Michael Nyseth, against the County pursuant to Wisconsin Statute § 893.80. Mr. Nyseth is claiming property damage to his 2024 Chevrolet Silverado. Mr. Nyseth claims his 2024 Chevrolet Silverado was damaged when he passed Chippewa County Department vehicles mowing the medians, sending rocks into the side of his vehicle. The incident occurred on June 20, 2024; however, a proper claim was not received by the Chippewa County Corporation Counsel Office until November 18, 2024. The damage amount is \$7,362.17, per the estimate provided by Acuity Insurance on behalf of Michael Nyseth.

After review of the claim by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally disallow the claim. Passage of this resolution will formally disallow this claim pursuant to 2-34(m)(3) of the Chippewa County Code of Ordinances, which provides that the Executive Committee has the authority to address claims that do not exceed \$10,000.

Resolution No.

RESOLUTION TO DISALLOW CLAIM OF ACUITY INSURANCE ON BEHALF OF MICHAEL NYSETH

WHEREAS, a Notice of Claim was filed on November 18, 2024, with the Chippewa County Corporation Counsel's Office, although the incident occurred on June 20, 2024; and

WHEREAS, the Notice of Claim states that Acuity Insurance, on behalf of its insured Michael Nyseth claiming property damage to his 2024 Chevrolet Silverado after it was damaged when he passed Chippewa County Department vehicles mowing the medians, sending rocks into the side of his vehicle; and

WHEREAS, Wis. Stat. § 893.80 requires that a notice of claim be filed with the municipality within 120 days of the date of the incident giving rise to the claim; and

WHEREAS, after review of the notice of claim by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the claim be disallowed as the notice of claim was not filed timely;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Executive Committee does hereby disallow the claim of Acuity Insurance, on behalf of Michael Nyseth, 2800 S. Taylor Drive, Sheboygan, WI 53081, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Approved this 7th day of January, 2025 by the Chippewa County Executive Committee.

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of this resolution.

01/7/2025	Executive Committee
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jason Bergeron, District 7
SECONDER:	Dean Mueller, District 20, Vice-Chair
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

Approved as to Form:



Todd A. Pauls, Corporation Counsel

12/4/2024



Lori Zwiefelhofer, Finance Director

12/4/2024



Randy B. Scholz, County Administrator

12/5/2024



Deborah Blevins
711 N Bridge Street
Chippewa Falls, Wisconsin 54729

November 19, 2024

RE: Claimant: Acuity Insurance
 Claim number: GLCC00003694
 Our Insured: Chippewa County
 Date of Loss: 6/19/2024

Dear Deborah Blevins,

The above referenced claim was filed on 11/18/2024. Following a thorough examination of the information, it has been determined that Chippewa County has no liability for this claim. Claim was not properly report within 120 days of accident. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Pa Vang", is written above the printed name.

Pa Vang
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 729-5682
pvang@wmmic.com

Attachment: Letter from WMMIC re Disallowance Request (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

NOTICE OF CLAIM AGAINST CHIPPEWA COUNTY

Name: Michael Nyseth

Address: 4918 Burnell Dr.

City: EAU CLAIRE State: WI Zip code: 54703

Phone Number: 715-492-0732

Date of Accident/Loss: 06.20.24 Time of Day: 2:30 a.m./p.m.

County Department Involved: Highway Dept Vehicle #: N/A

Photos taken: Yes ☒ No Weather Conditions: Sunny

Police called: ☒ Yes No Date: 06.20.2024

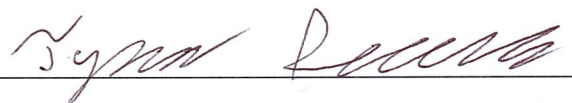
Agency: Sheriff

Case No.: 24CH03514

Type of Claim: ☒ Vehicle ☐ Property ☐ Personal Injury

Dollar Amount of Damages Claimed: \$ 7,362.17

Briefly state the facts of the accident/loss (include additional pages, if necessary, along with any supporting documentation/information/photos; do not staple):

Signature:  Date: 11.18.24

Submit Claim to: Jaclyn Sadler, Chippewa County Clerk
Chippewa County Courthouse
711 N. Bridge Street, Room 109
Chippewa Falls, WI 54729

To: "Ebox - Services Claims" <Services.Claims@acuity.com>
cc:
bcc:
From: "Ryan Peterson" <rpeterson@markquart.com>
Date: 06-20-2024 17:01:56
Subject: [EXTERNAL] Claim SL7891 Nyseth

CAUTION: This email originated from outside of Acuity. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is the estimate for Micheal Nyseth's 2024 Silverado. Please review and get back to me so I can schedule.

Thank You

Ryan Peterson
Estimator - Markquart Motors
2191 S. Prairie View Rd.
Chippewa Falls, WI 54729
p // 715.852.2468

https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Furldefense.com%2Fv3%2F__http%3A%2F%2Fwww.markquartmotors.com__%3B!!JtpaE7zfoMIhrUE!2qgquSUTznsAPiui2Mr97DUU8IR171qTrqJ-8o1HDwNucF_N0UVq7PLPtRbCdLT9MKehKZ35Y_slOLIgots%24&data=05%7C02%7CServices.Claims%40acuity.com%7C48f3149ff19e4f90459c08dc91747fa8%7C3a5a850cd4ff449d88fdf31e8a8fc541%7C0%7C0%7C638545177162625494%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C60000%7C%7C%7C&sdata=nCb6mNANuSHkgT%2BvujTHnoM4B1WNjIGDSU5tTDYPU%2Fw%3D&reserved=0

The content of this e-mail and any attached files is confidential and may be subject to certain privilege.

This email is intended for the designated recipient(s) only.

If you have received this e-mail in error, please immediately contact the sender, then delete this e-mail from your system.

Attachment: Image_Report.pdf

Attachment: Preliminary_Estimate.pdf

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

MARKQUART AUTO BODY
2191 SOUTH PRAIRIE VIEW RD, CHIPPEWA FALLS, WI 54729
Phone: (715) 833-0450, Fax: (715) 720-4174

Image Report							
Owner:	Nyseth, Micheal	Insurance:	ACUITY, A	Estimator:	Ryan Peterson	Vehicle Out:	
RO Number:		Claim Number:	SL7891				
Year:	2024	Color:	SILVER	License Plate:	LT5909	Production Date:	9/2023
Make:	CHEV	Body Style:	4D LONG	State:	WI	Mileage In:	13,512
Model:	Silverado 1500 RS...	Engine:	8-5.3L Gasoline ...	VIN:	1GCUDEED4RZ142701	Condition:	



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

MARKQUART AUTO BODY

2191 SOUTH PRAIRIE VIEW RD, CHIPPEWA FALLS, WI 54729

Phone: (715) 833-0450, Fax: (715) 720-4174

Image Report

Owner:	Nyseth, Micheal	Insurance:	ACUITY, A	Estimator:	Ryan Peterson	Vehicle Out:	
RO Number:		Claim Number:	SL7891				
Year:	2024	Color:	SILVER	License Plate:	LT5909	Production Date:	9/2023
Make:	CHEV	Body Style:	4D LONG	State:	WI	Mileage In:	13,512
Model:	Silverado 1500 RS...	Engine:	8-5.3L Gasoline ...	VIN:	1GCUDEED4RZ142701	Condition:	



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

MARKQUART AUTO BODY
2191 SOUTH PRAIRIE VIEW RD, CHIPPEWA FALLS, WI 54729
Phone: (715) 833-0450, Fax: (715) 720-4174

Image Report						
Owner:	Nyseth, Micheal	Insurance:	ACUITY, A	Estimator:	Ryan Peterson	Vehicle Out:
RO Number:		Claim Number:	SL7891			
Year:	2024	Color:	SILVER	License Plate:	LT5909	Production Date: 9/2023
Make:	CHEV	Body Style:	4D LONG	State:	WI	Mileage In: 13,512
Model:	Silverado 1500 RS...	Engine:	8-5.3L Gasoline ...	VIN:	1GCUDEED4RZ142701	Condition:



6/20/2024
Comments:



6/20/2024
Comments:



6/20/2024
Comments:

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)



MARKQUART AUTO BODY

2191 SOUTH PRAIRIE VIEW RD, CHIPPEWA
FALLS, WI 54729
Phone: (715) 833-0450
FAX: (715) 720-4174

Workfile ID: accf4
PartsShare: 7ZNL2x
Federal ID: 39-1391993
State EPA: WIR 000 164 459

6.1.c

Preliminary Estimate

Customer: Nyseth, Micheal

Written By: Ryan Peterson

Insured:	Nyseth, Micheal	Policy #:	SL7891
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:	02 Right Front Pillar (Right Side)		

Owner:	Inspection Location:	Insurance Company:
Nyseth, Micheal	MARKQUART AUTO BODY	ACUITY, A MUTUAL INSURANCE COMPANY
4918 BURNELL DR.	2191 SOUTH PRAIRIE VIEW RD	ACUITY CLAIMS
EAU CLAIRE, WI 54703	CHIPPEWA FALLS, WI 54729	2800 S Taylor Drive
(715) 492-1115 Cell	Repair Facility	SHEBOYGAN, WI
	(715) 833-0450 Business	(800) 242-7666 Business

VEHICLE

2024 CHEV Silverado 1500 RST Crew Cab 157" WB 4WD 4D LONG 8-5.3L Gasoline Direct Injection SILVER

VIN: 1GCUDEED4RZ142701	Interior Color:	Mileage In: 13,512	Vehicle Out:
License: LT5909	Exterior Color: SILVER	Mileage Out:	
State: WI	Production Date: 9/2023	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning

Tilt Wheel

Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Heated Steering Wheel
Climate Control
Navigation System
Backup Camera
Remote Starter

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

SEATS

Cloth Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint
Stone Guard

OTHER

Fog Lamps

TRUCK

Rear Step Bumper
Trailer Hitch
Trailer Package

Get live updates at www.carwise.com/e/4Psizq

Preliminary Estimate

6.1.c

Customer: Nyseth, Micheal

2024 CHEV Silverado 1500 RST Crew Cab 157" WB 4WD 4D LONG 8-5.3L Gasoline Direct Injection SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	Bumper cover				1.4	
3		GRILLE					
4	*	R&I Grille RST w/o surround view				<u>0.4</u>	
5		FRONT LAMPS					
6	*	R&I RT Headlamp assy				<u>0.5</u>	
7		FENDER					
8	*	Rpr RT Fender w/o ZR2				<u>1.0</u>	2.2
9	R&I	RT Fender liner Redesign w/o ZR2				Incl.	
10	Repl	RT Nameplate "Z71" chrome	84632695	1	61.23	0.2	
11	R&I	RT Mud guard OEM				0.2	
12		CAB					
13	*	Rpr RT Uniside assy				<u>2.0</u>	<u>5.0</u>
14		Overlap Major Non-Adj. Panel					-0.2
15	R&I	Step bar assy cab length black				0.7	
16	R&I	Spoiler assy paint to match				0.8	
17	R&I	RT Upr pillar trim black				Incl.	
18	*	R&I R&I headliner				<u>2.0</u>	
		Note: LOOSEN TO GAIN AXCESS TO SPOILER					
19	Repl	Spoiler assy nut	11611049	8	57.60		
		Note: Part cannot be reused/reinstalled. 8 of these are required.					
20	R&I	LT Upr pillar trim black				Incl.	
21	R&I	RT Side cover				0.1	
22		FRONT DOOR					
23	*	Rpr RT Door shell Redesign w/o High Country (ALU)				<u>2.0</u>	2.4
24		Overlap Major Adj. Panel					-0.4
25	R&I	RT Door w'strip				0.4	
26	R&I	RT Upper molding w/o LTZ, High Country				0.3	
27	Repl	RT Belt molding black	84842463	1	62.18	0.3	
		Note: PARTS: Part cannot be reused/reinstalled.					
28	R&I	RT Corner molding w/o midnight pkg				0.1	
29	R&I	RT Applique w/o LTZ, High Country				0.2	
30	R&I	RT R&I mirror				0.3	
31	Repl	RT Corner molding clip	11602522	5	48.00		
32	R&I	RT Run w'strip				0.3	
33	R&I	RT Handle, outside w/o passive entry black				0.3	
34	R&I	RT Cover black				0.1	
35	R&I	RT Upper trim				0.2	

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

Preliminary Estimate

6.1.c

Customer: Nyseth, Micheal

2024 CHEV Silverado 1500 RST Crew Cab 157" WB 4WD 4D LONG 8-5.3L Gasoline Direct Injection SILVER

36	R&I	RT R&I trim panel				0.4	
37	R&I	RT Door glass GM				0.3	
38	REAR DOOR						
39	*	Rpr	RT Door shell Redesign w/o High Country (ALU)			<u>1.0</u>	2.4
40			Overlap Major Adj. Panel				-0.4
41	R&I	RT Door w/strip				0.4	
42	R&I	RT Upper molding				0.2	
43	R&I	RT Applique front w/o LTZ, High Country				0.2	
44	R&I	RT Applique rear w/o LTZ, High Country				0.2	
45	*	R&I	RT Run w/strip			<u>0.3</u>	
46	Repl	RT Belt molding black	84842457	1	57.25	0.3	
		Note: PARTS: Part cannot be reused/reinstalled.					
47	Repl	RT Applique clip	11602522	5	48.00		
48	R&I	RT Door glass GM w/o deep tint				0.3	
49	R&I	RT Handle, outside w/o passive entry black				0.3	
50	R&I	RT Cover black				0.1	
51	R&I	RT Upper trim				0.2	
52	R&I	RT R&I trim panel				0.4	
53	PICK UP BOX						
54	*	Rpr	RT Outer panel			<u>1.5</u>	3.6
55			Overlap Major Adj. Panel				-0.4
56			Clear Coat				2.5
57	R&I	R&I tailgate assy				0.4	
58	*	R&I	RT Upper molding			<u>0.3</u>	
59	R&I	RT Protector rear				0.2	
60	R&I	RT Deflector				0.2	
61	R&I	RT Protector front				0.2	
62	R&I	Tonneau cover				1.0	
63	R&I	R&I box assy				2.5	
64	REAR LAMPS						
65	R&I	RT Tail lamp				0.3	
66	REAR BUMPER						
67	R&I	R&I bumper assy				1.0	
68	VEHICLE DIAGNOSTICS						
69	*		Pre-repair scan	1	<u>58.00</u>	m	<u>0.5</u> M
70	*		Post-repair scan	1	<u>137.00</u>	m	<u>0.5</u> M
71	#		Corosion Protection	1	15.00		0.2
72	#	Rpr	Mask Front and Back Glass				0.4
73	#	Subl	Hazardous Waste Disposal	1	5.00		
74	#	Repl	Car Cover/ Mask for Overspray	1	10.00		0.2
75	#	Repl	Ceramic Coating	1	250.00		
76	#	Repl	Fastener(s)	3	11.61		

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

Customer: Nyseth, Micheal

2024 CHEV Silverado 1500 RST Crew Cab 157" WB 4WD 4D LONG 8-5.3L Gasoline Direct Injection SILVER

Note: RIVET FOR DOOR APPS				
77	#	Refn	Tint Paint	0.5
78	#	Rpr	Color, Sand & Buff	1.5
SUBTOTALS			820.87	29.3
				17.2

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				820.87
Body Labor	28.3 hrs	@	\$ 76.00 /hr	2,150.80
Paint Labor	17.2 hrs	@	\$ 76.00 /hr	1,307.20
Mechanical Labor	1.0 hrs	@	\$ 110.00 /hr	110.00
Paint Supplies	18.0 hrs	@	\$ 56.00 /hr	1,008.00
Subtotal				5,396.87
Sales Tax	\$ 5,396.87	@	5.5000 %	296.83
Grand Total				5,693.70
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				5,693.70

MyPriceLink Estimate ID / Quote ID:

1233164335124062208 / 137495883

For supplemental documentation, without an existing assignment from Acuity, please send to claims@acuity.com and reference the claim number in the subject line. For questions on your claim please call 1-800-242-7666.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

Customer: Nyseth, Micheal

2024 CHEV Silverado 1500 RST Crew Cab 157" WB 4WD 4D LONG 8-5.3L Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GH19, CCC Data Date 06/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: Photos with Preliminary Estimate (8702 : Resolution to Deny Claim of Acuity Insurance OBO Michael Nyseth)

**STATEMENT OF EXPLANATION**

Resolution No.

RESOLUTION TO DISALLOW CLAIM OF CHARLES SIEKERT

Charles Siekert filed a formal notice of claim on September 17, 2024, against the County pursuant to Wisconsin Statute § 893.80. Mr. Siekert is claiming property damage to his 2024 GMC Sierra 1500 Denali Crew Cab. Mr. Siekert claims his 2024 GMC Sierra 1500 Denali Crew Cab was damaged when he drove through road construction, wherein the Chippewa County Highway Department was spraying fresh tar on Highway 27 between Cadott and Crescent and subsequently Mr. Siekert's vehicle was hit with tar. The incident occurred on September 4, 2024. The damage amount claimed is \$4,023.92, per the estimate provided by Mr. Siekert through Sleepy Hollow Collision.

After review of the claim by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally disallow the claim. Passage of this resolution will formally disallow this claim pursuant to 2-34(m)(3) of the Chippewa County Code of Ordinances, which provides that the Executive Committee has the authority to settle claims that do not exceed \$10,000.

Resolution No.

RESOLUTION TO DISALLOW CLAIM OF CHARLES SIEKERT

WHEREAS, a Notice of Claim was filed on September 17, 2024, with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that Charles Siekert is claiming property damage to his 2024 GMC Sierra 1500 Denali Crew Cab after it was damaged when he drove through road construction, wherein the Chippewa County Highway Department was spraying fresh tar on Highway 27 between Cadott and Crescent and subsequently Mr. Siekert's vehicle was hit with tar; and

WHEREAS, after review of the claim by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally disallow the claim;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Executive Committee does hereby disallow the claim of Charles Siekert, 27475 Holland Avenue, Tomah, WI 54660, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Approved this 7th day of January, 2025 by the Chippewa County Executive Committee.

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of this resolution.

01/7/2025	Executive Committee
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Gehring, District 4
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

Approved as to Form:



Todd A. Pauls, Corporation Counsel

12/4/2024



Lori Zwiefelhofer, Finance Director

12/4/2024



Randy B. Scholz, County Administrator

12/5/2024



Deborah Blevins
711 N Bridge Street
Chippewa Falls, Wisconsin 54729

November 20, 2024

RE: Claimant: Charles Siekert
 Claim Number: GLCC00003688
 Our Insured: Chippewa County
 Date of Loss: 9/4/2024

Dear Deborah Blevins,

The above referenced claim was filed on 9/17/2024. After a thorough examination of the information, it has been determined that Chippewa County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Pa Vang", is written above the printed name.

Pa Vang
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 729-5682
pvang@wmmic.com

Attachment: Letter from WMMIC re Disallowance Request (8703 : Resolution to Disallow Claim of Charles Siekert)

RECEIVED

SEP 17 2024

NOTICE OF CLAIM AGAINST CHIPPEWA COUNTY

Name: Charles Siekert

Address: 27475 Holland Ave Tomah WI 54660

Date of Accident/Loss: 9-4-2024 Time of Day: 2:15 a.m./p.m.

County Department Involved: Chippewa Cty Highway Vehicle #: Unknown

Photos taken: X Yes No Weather Conditions: good

Police called: Yes X No Date:

Agency:

Case No.:

Type of Claim: X Vehicle Property Personal Injury

Dollar Amount of Damages Claimed: \$ 4023.92

Briefly state the facts of the accident/loss (include additional pages, if necessary, along with any supporting documentation/information/photos; **do not staple**):

Came upon road construction. (R) lane closed - Flagman ahead - started thru construction and noticed spraying fresh tar - was already in one lane traffic so not able to turn around. there was no fresh tar or spraying tar sign or I would have turned around before going thru - after I got thru stopped to look at vehicle - Left drivers side was peppered with tar - called the Chippewa County Hwy Dept to discuss incident and they said to call Joe at 715-738-2617 - He didn't answer so I left a message and he called back next day - Discussed incident to send in claim.

Happened on Hwy 27 Between Cadott and Crescent

Signature: Charles W Siekert Date: 9/10/2024

Submit Claim to: Jaclyn J. Sadler, Chippewa County Clerk
Chippewa County Courthouse
711 N. Bridge Street, Room 109
Chippewa Falls, WI 54729



SLEEPY HOLLOW COLLISION

1225 N MAIN ST, VIROQUA, WI 54665
 Phone: (608) 637-8300
 FAX: (608) 638-8334

Workfile ID: 7dd1aa11
 PartsShare: 87NkJz
 Federal ID: 39-1930264
 State ID: wi

Preliminary Estimate

Customer: Siekert, Charles

Written By: DEREK LARSON

Insured: Siekert, Charles
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:
 Siekert, Charles
 (608) 343-6800 Cell

Inspection Location:
 SLEEPY HOLLOW COLLISION
 1225 N MAIN ST
 VIROQUA, WI 54665
 Repair Facility
 (608) 637-8300 Business

Insurance Company:

VEHICLE

2024 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection White Frost Tricoat

VIN: 3GTUUGEL2RG316879	Interior Color: Jet Black	Mileage In: 1,629	Vehicle Out:
License: GK7159	Exterior Color: White Frost Tricoat	Mileage Out:	
State: WI	Production Date: 3/2024	Condition:	Job #:

TRANSMISSION

Automatic Transmission
 Overdrive
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Heated Mirrors
 Power Driver Seat
 Power Passenger Seat
 Memory Package

DECOR

Dual Mirrors
 Privacy Glass
 Console/Storage

CONVENIENCE

Air Conditioning

Tilt Wheel

Cruise Control
 Rear Defogger
 Keyless Entry
 Alarm
 Message Center
 Steering Wheel Touch Controls
 Telescopic Wheel
 Heated Steering Wheel
 Climate Control
 Navigation System
 Backup Camera
 Parking Sensors
 Surround View Camera

Remote Starter
 Intelligent Cruise
 Home Link

RADIO

AM Radio
 FM Radio

Search/Seek

Auxiliary Audio Connection
 Premium Radio
 Satellite Radio

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags
 Head/Curtain Air Bags
 Communications System
 Hands Free Device
 Xenon or L.E.D. Headlamps
 Positraction
 Blind Spot Detection
 Heads Up Display
 Lane Departure Warning

Electric Glass Sunroof

SEATS

Bucket Seats
 Leather Seats
 Heated Seats
 Rear Heated Seats
 Ventilated Seats

WHEELS

20" Or Larger Wheels
 Locking Wheels

PAINT

Three Stage Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper
 Power Rear Window
 Bedliner (Spray On)
 Trailer Hitch
 Trailering Package

Preliminary Estimate

Customer: Siekert, Charles

2024 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection White Frost Tricoat

Intermittent Wipers

Stereo

ROOF

Pwr Retractable Running Boards

Attachment: Notice of Claim received 09.17.2024 (8703 : Resolution to Disallow Claim of Charles Siekert)

Preliminary Estimate

Customer: Siekert, Charles

2024 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection White Frost Tricoat

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	Rpr Front bumper primed w/frt prk aid Note: CLEAN UP				1.0	0.0
3		FENDER					
4	*	Rpr LT Fender Note: CLEAN UP				1.0	0.0
5		Repl LT Fender liner Redesign	85594210	1	150.78	0.5	
6		Repl Mud guard accessory	84420655	1	90.00	0.4	
7		Repl LT Wheel opng mldg w/o AT4X	85522780	1	87.67	0.3	
8		CAB					
9	*	Rpr LT Uniside assy Note: CLEAN UP/ MIGHT NEED REPAIRED IF IT WON'T COME OFF				4.0	0.0
10	*	Rpr Step bar assy Note: CLEAN UP/ MIGHT NEED REPLACED				3.0	
11		FRONT DOOR					
12	*	Rpr LT Door shell (ALU) Note: CLEAN UP/ MIGHT NEED REPAIRED IF IT WON'T COME OFF				3.0	0.0
13		REAR DOOR					
14	*	Rpr LT Door shell (ALU) Note: CLEAN UP/ MIGHT NEED REPAIRED IF IT WON'T COME OFF				2.0	0.0
15		PICK UP BOX					
16	*	Rpr LT Outer panel Note: CLEAN UP/ MIGHT NEED REPAIRED IF IT WON'T COME OFF				3.0	Incl.
17		Repl LT Protector front	84621837	1	8.77	0.2	
18		Repl LT Deflector	84621829	1	39.05	0.2	
19		Repl LT Protector rear w/o super cruise	84621835	1	33.55	0.2	
20		Repl LT Wheel opng mldg	23396047	1	107.32	0.2	
21		REAR BUMPER					
22	*	Rpr Rear bumper dual exhaust, w/park assist primed				1.0	0.0
23		Repl LT Step	84227860	1	70.62	0.3	
24		Repl LT Pad	84227858	1	35.65	Incl.	
25		Repl LT Protector	84520902	1	29.33	0.1	
26	#	BUFFING OF ALL PANELS ON LT SIDE		1		4.0	
27	#	Subl REAPPLYING PROTECTANT ON TRUCK		1	899.00		
28	#	IF PANELS NEED REPAIRED WILL BE MORE ADDED TO ESTIMATE		1			
SUBTOTALS					1,551.74	24.4	0.0

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Preliminary Estimate

Customer: Siekert, Charles

2024 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection White Frost Tricoat

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,551.74
Body Labor	24.4 hrs	@	\$ 76.00 /hr	1,854.40
Body Supplies	20.4 hrs	@	\$ 20.00 /hr	408.00
Subtotal				3,814.14
Sales Tax	\$ 3,814.14	@	5.5000 %	209.78
Grand Total				4,023.92
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				4,023.92

MyPriceLink Estimate ID / Quote ID:

1260949832516771840 / 139475782

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Attachment: Notice of Claim received 09.17.2024 (8703 : Resolution to Disallow Claim of Charles Siekert)

Preliminary Estimate

Customer: Siekert, Charles

2024 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection White Frost Tricoat

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GG19, CCC Data Date 08/16/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: Notice of Claim received 09.17.2024 (8703 : Resolution to Disallow Claim of Charles Siekert)

SLEEPY HOLLOW COLLISION
1225 N MAIN ST, VIROQUA, WI 54665
Phone: (608) 637-8300, Fax: (608) 638-8334

Image Report

Owner:	Siekert, Charles	Insurance:		Estimator:	DEREK LARSON	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2024	Color:	White Frost Tricoat	License Plate:	GK7159	Production Date:	3/2024
Make:	GMC	Body Style:	4D SHORT	State:	WI	Mileage In:	1,629
Model:	Sierra 1500 Denali...	Engine:	8-6.2L Gasoline ...	VIN:	3GTUUGEL2RG316879	Condition:	



9/5/2024
 Comments:



9/5/2024
 Comments:



9/5/2024
 Comments:



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9/5/2024
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9/5/2024
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SLEEPY HOLLOW COLLISION**1225 N MAIN ST, VIROQUA, WI 54665****Phone: (608) 637-8300, Fax: (608) 638-8334****Image Report**

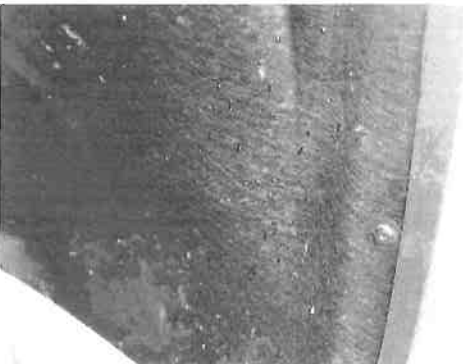
Owner:	Siekert, Charles	Insurance:		Estimator:	DEREK LARSON	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2024	Color:	White Frost Tricoat	License Plate:	GK7159	Production Date:	3/2024
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9/5/2024
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9/5/2024
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9/5/2024
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9/5/2024
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9/5/2024
Comments:



9/5/2024
Comments:

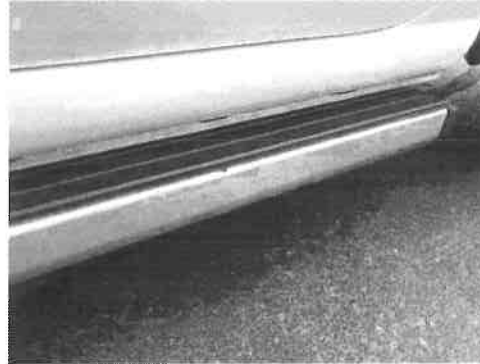
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9/5/2024
Comments:



9/5/2024
Comments:



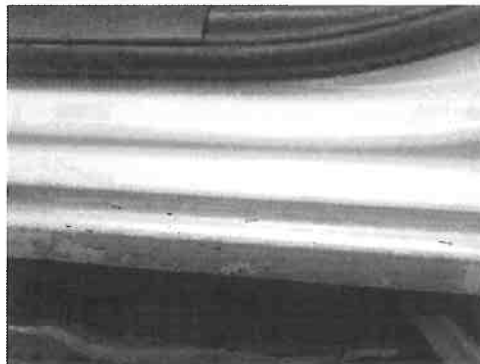
9/5/2024
Comments:



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Image Report

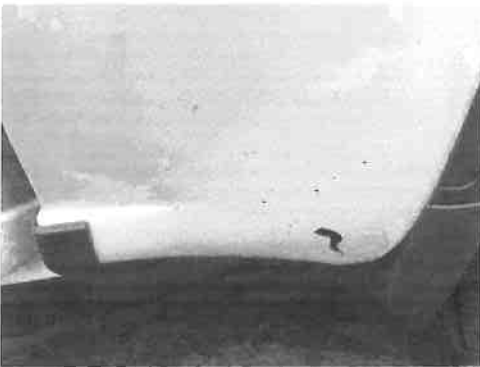
Owner:	Siekert, Charles	Insurance:		Estimator:	DEREK LARSON	Vehicle Out:	
RO Number:		Claim Number:					
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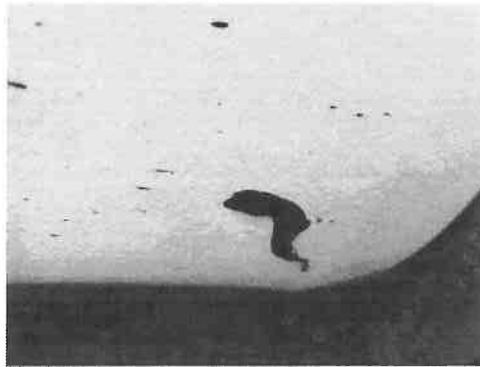
9/5/2024
Comments:



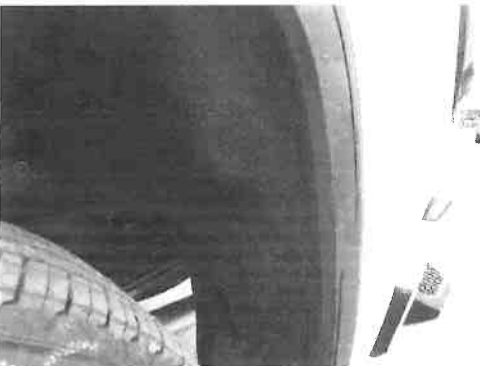
9/5/2024
Comments:



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9/5/2024
Comments:



9/5/2024
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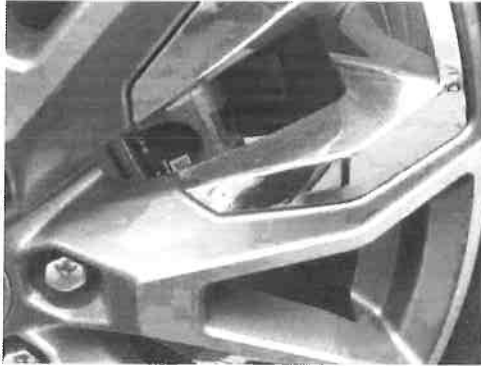


9/5/2024
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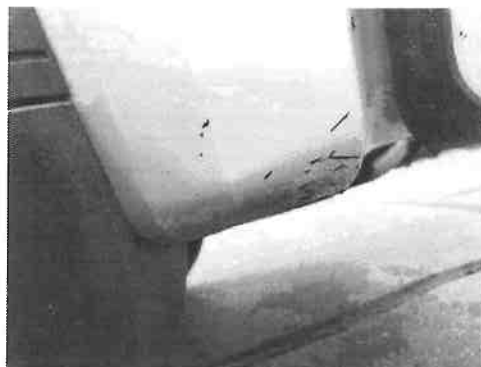
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Comments:



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Comments:



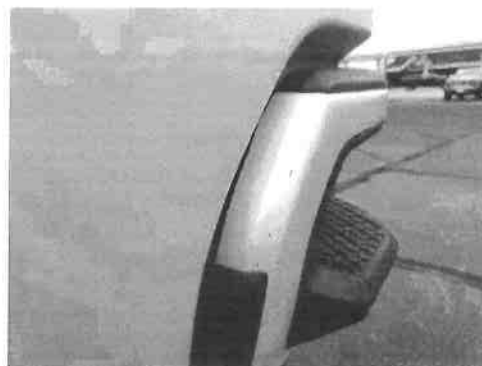
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9/5/2024
Comments:



9/5/2024
Comments:

Attachment: Notice of Claim received 09.17.2024 (8703 : Resolution to Disallow Claim of Charles Siekert)

**STATEMENT OF EXPLANATION**

Resolution No. 03 - 25

**RES. 03-25: RESOLUTION TO AUTHORIZE COMPENSATION AND
MILEAGE REIMBURSEMENT FOR UP TO 100 DAYS OF COMMITTEE
MEETINGS IN 2025 - RANDY SCHOLZ**

1 Passage of this resolution will authorize compensation and mileage reimbursement for
2 County Board Supervisors for attending committee meetings up to 100 days in 2025. Section
3 59.13(2)(b) of the Wisconsin Statutes limits the number of days for which compensation and
4 mileage may be paid to supervisors to 30 days per year in Chippewa County. However, the
5 County Board may increase the number of days for which compensation may be paid for
6 attendance at committee meetings by a 2/3 vote of the members present.

7 This resolution will allow any supervisor who attends more than 30 days of committee
8 meetings in 2025 to be compensated and to receive reimbursement for mileage. That
9 compensation and mileage reimbursement will be equivalent to that paid for the first 30 days
10 of committee meetings in 2025, as set out in Sec. 2-71 of the Chippewa County Code of
11 Ordinances.

12 This resolution was initially approved in 2018, in part due to the number of committee
13 meetings that supervisors were attending after the downsizing of the County Board in 2012
14 from 29 members to 15 members. This resolution was again approved by the County Board in
15 2019, 2020, 2021, 2022, 2023, and 2024 to ensure compensation and mileage for committee
16 meetings attended beyond the 30 days set out in statute. If any of the supervisors attend more
17 than 30 days of committee meetings in 2025, payment for per diem and mileage will be
18 ensured by passage of this resolution.

19

Resolution No. 03 - 25

**RES. 03-25: RESOLUTION TO AUTHORIZE COMPENSATION AND MILEAGE REIMBURSEMENT
FOR UP TO 100 DAYS OF COMMITTEE MEETINGS IN 2025 - RANDY SCHOLZ**

WHEREAS, the number of committee meetings attended by each supervisor increased dramatically after the downsizing of the County Board in 2012 from 29 members to 15 members; and

WHEREAS, the County Board size increased from 15 members to 21 members effective in April 2022; and

WHEREAS, it is unclear at this time what the number of member meetings each supervisor will need to attend in 2025 and it has been the practice of the County Board since 2018 to ensure that each supervisor receives per diem and mileage for all meetings attended over the 30 days set out in the statute below; and

WHEREAS, Section 59.13(2)(b) of the Wisconsin Statutes, "Committees; Appointment; Compensation" states as follows:

(2) Except as provided under sub. (3), committee members shall receive such compensation for their services as the board allows, not exceeding the per diem and mileage allowed to members of the board and the committee members shall receive such compensation, mileage and reimbursement for other expenses as the board allows for their attendance at any school, institute or meeting which the board directs them to attend. No supervisor shall be allowed pay for committee service while the board is in session, nor for mileage except in connection with services performed within the time limited under this subsection. The number of days for which compensation and mileage may be paid a committee member in any year, except members of committees appointed to have charge of the erection of any county building, and except as otherwise provided by law, are limited as follows:

(b) In counties with a population of 25,000 or more, to 30 days for services on committees, except that the board may, by a two-thirds vote of the members present, increase the number of days for which compensation and mileage may be paid in any year and fix the compensation for each additional day.; and

WHEREAS, increasing the number of days for which compensation and mileage may be paid to supervisors will ensure that supervisors are appropriately compensated for the work that they do while serving on all the various assigned committees; and

WHEREAS, it is the recommendation of the Executive Committee that the number of days for which compensation is paid should be increased to 100 per year and that all days

reimbursed through per diem and mileage should be compensated in the same manner as compensation is currently paid pursuant to Sec. 2-71 of the Chippewa County Code of Ordinances;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby authorize that the number of days that supervisors are entitled to compensation for attending committee meetings is increased to 100 days per year for 2025; and

BE IT FURTHER RESOLVED, that the compensation for all days for service on committees over 30 days in 2025 shall be compensated in the same manner as the first 30 days of committee meetings were compensated, including reimbursement for mileage, pursuant to Sec. 2-71 of the Chippewa County Code of Ordinances.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

It is unclear what the fiscal impact will be to Chippewa County, but it is anticipated that the funds necessary to cover all per diems and mileage reimbursement of the County Board Supervisors were budgeted for 2025 based on per diem payment history.

01/7/2025	Executive Committee	
RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 1/14/2025 6:00 PM
MOVER:	Joel Seidlitz, District 9	
SECONDER:	Jason Bergeron, District 7	
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz	

Approved as to Form:

Todd A. Pauls
Todd A. Pauls, Corporation Counsel

12/9/2024

Lori Zwiefelhofer
Lori Zwiefelhofer, Finance Director

12/9/2024

Randy B. Scholz
Randy B. Scholz, County Administrator

12/9/2024



STATEMENT OF EXPLANATION

Resolution No.

RESOLUTION TO PLEDGE FUNDING FOR EXPANSION OF COUNTY HIGHWAY T CORRIDOR

County Trunk Highway (CTH) T is a high volume, two-lane highway designated as an oversize, overweight truck route. The corridor is seeing increased growth and potential for commercial development and represents a critical piece of the regional transportation and economic network. The corridor is classified as a minor arterial that serves Chippewa County, Eau Claire County, the City of Eau Claire, the Town of Wheaton, and the Town of Union (project stakeholders). For the purposes of funding requests and intergovernmental agreements, Eau Claire County is the lead agency.

In October 2022, an official map was recorded at the County Register of Deeds offices in Chippewa and Eau Claire Counties in order to preserve the future 4-lane corridor and ensure that future development projects align with the counties' plans. This mapped area is located within the Chippewa-Eau Claire Metropolitan Area on CTH T from State Trunk Highway (STH) 312 (North Crossing) in Eau Claire County to 33rd Avenue in Chippewa County.

Throughout 2021 to 2024, the stakeholder team has continued to pursue all viable funding options for the 4-lane corridor expansion project, which project engineering consultants estimate will cost approximately \$33,000,000. This effort included two separate funding applications for the Federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program and an application for the Federal Multimodal Project Discretionary Grant (MPDG) grant program. These applications were unsuccessful.

In 2023, Eau Claire County submitted a request for Federal Congressionally Directed Spending (CDS) funds to the offices of Senator Tammy Baldwin and Representative Derrick Van Orden in the amount of \$25,000,000. In March of 2024, the stakeholders were notified that the project was awarded \$10,000,000 of CDS funds. These funds must be allocated by 2029 and require a 20% local match.

Eau Claire County has also recently submitted a Federal Nationally Significant Freight & Highway Projects (INFRA) grant program for the grade separation of the Union Pacific Rail crossing. A decision on that request is expected in 2025.

In 2023, the stakeholders determined that 30% preliminary engineering plans would be

necessary in order to make the project more “shovel-ready” and improve the likelihood of receiving State/Federal funding in the highly-competitive funding programs. Jewell Associates was selected to complete this work in June of 2023. They are currently working towards completion of the 30% engineering plans, which is scheduled for early 2025.

Due to the uncertainty of the INFRA funding, the stakeholders have determined that the best use of the \$10,000,000 CDS funding is to start on the north end of the corridor for Phase 1. Cost estimates and preliminary plans continue to be developed. Preliminary cost estimates for Phase 1 are between \$14,000,000 and \$17,000,000. Preliminary cost estimates for Chippewa County’s local share range from \$1,306,667 to \$2,286,667 with construction scheduled to take place from 2027 to 2029.

The stakeholders have determined that an intergovernmental agreement is needed at this time in order for each agency to pledge support for their share of Phase 1 local costs. Passage of this resolution will pledge Chippewa County’s financial support for Phase 1 and future phases. In addition, this resolution directs the County Administrator and Highway Commissioner to sign the 5-party intergovernmental agreement for Phase 1 funding. Further, passage of this resolution also directs the County Administrator and Highway Commissioner to pursue additional State and Federal funding for future phases and authorizes the County Administrator and Highway Commissioner to sign future intergovernmental agreements needed for design and construction of remaining phases of the corridor expansion. Finally, this resolution mandates that the Highway Commissioner provide an annual report on the project during the Capital Improvement budget process, which will be presented to both the Highway Committee and the County Board.

Resolution No.

RESOLUTION TO PLEDGE FUNDING FOR EXPANSION OF COUNTY HIGHWAY T CORRIDOR

WHEREAS, County Trunk Highway (CTH) T between Alpine Road and 33rd Avenue (CTH T corridor) is a high volume, two-lane highway designated as an oversize/overweight truck route; and

WHEREAS, the CTH T corridor is experiencing increased growth and commercial development and represents a critical piece of the regional transportation and economic network; and

WHEREAS, increasing traffic levels in the CTH T corridor are projected to exceed the capacity of the current two-lane highway and will present significant safety concerns; and

WHEREAS, the CTH T corridor is located in both Eau Claire and Chippewa Counties; and

WHEREAS, Chippewa County, Eau Claire County, the City of Eau Claire, the Town of Wheaton, and the Town of Union (project stakeholders) will all benefit from and have committed to completing the expansion of the entire CTH T corridor to four lanes; and

WHEREAS, Chippewa County, along with the other project stakeholders, has adopted an official map designating the limits of the future four lane CTH T corridor expansion; and

WHEREAS, well-attended public involvement meetings were held on 6-28-21 and 9-20-21 to present the official map; and

WHEREAS, the official map prevents development within the CTH T corridor that does not align with future highway expansion plans; and

WHEREAS, a copy of the official CTH T corridor map is recorded with the Chippewa County and Eau Claire County Register of Deeds offices; and

WHEREAS, the project stakeholders have determined that preliminary engineering is needed to develop more accurate cost estimates and improve the likelihood of the CTH T corridor receiving additional State/Federal funds in highly-competitive discretionary grant programs; and

WHEREAS, Jewell Associates was selected to complete the CTH T corridor 30% design plans; and

WHEREAS, the Highway Department has spent \$107,952 in 2023 and 2024 for mapping, funding applications, and preliminary engineering for the entire CTH T corridor; and

95
96 WHEREAS, funding constraints require that the CTH T corridor's final design and
97 construction be broken up into two or more phases; and
98

99 WHEREAS, strong public support was received at a third public involvement meeting
100 held on 9-11-24 when the project team presented the preliminary design for the entire
101 corridor; and
102

103 WHEREAS, Phase 1 of the CTH T corridor expansion is located entirely within Chippewa
104 County and will begin at 33rd Avenue and proceed south past the intersection of 20th Avenue;
105 and
106

107 WHEREAS, the remainder of the CTH T corridor's expansion will be designed and
108 constructed in one or more future phases dependent on additional State and Federal funding;
109 and
110

111 WHEREAS, the project stakeholders have pursued a variety of Federal funding
112 opportunities for the CTH T corridor expansion; and
113

114 WHEREAS, Eau Claire County has submitted applications for two separate grants under
115 the Federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant
116 program, of which both applications were unsuccessful; and
117

118 WHEREAS, Eau Claire County has been awarded \$10,000,000 of Federal Congressionally
119 Directed Spending (CDS) funds that must be allocated by 2029 and require a minimum 20%
120 local match; and
121

122 WHEREAS, the project stakeholders have determined that it is most advantageous to
123 utilize these CDS funds on the segment designated as Phase 1 of the CTH T corridor expansion;
124 and
125

126 WHEREAS, construction of Phase 1 is anticipated to take place from 2027 to 2029; and
127

128 WHEREAS, construction of the remaining phases of the CTH T corridor expansion is likely
129 to occur in the next 5 to 10 years; and
130

131 WHEREAS, funding for the CTH T corridor expansion projects will come from a variety of
132 sources, including Eau Claire County, Chippewa County, and the City of Eau Claire; and
133

134 WHEREAS, Eau Claire County has submitted an application for a Federal Nationally
135 Significant Freight & Highway Projects (INFRA) grant for the grade separation of the Union
136 Pacific Rail crossing; and
137

138 WHEREAS, a decision on the INFRA funding request is expected in 2025; and

139
140 WHEREAS, a unified approach by the project stakeholders increases the likelihood of
141 successfully obtaining the necessary State and Federal funds for expansion of the entire CTH T
142 corridor; and

143
144 WHEREAS, all project stakeholders will be responsible for their share of Phase 1 local
145 costs per a 5-party intergovernmental agreement; and

146
147 WHEREAS, all project stakeholders are pledging to fund their share of local costs for the
148 remainder of the CTH T corridor expansion; and

149
150 WHEREAS, a viable funding plan has been provided to the Highway Committee,
151 Executive Committee, and County Board; and

152
153 WHEREAS, to keep the County Board apprised of the progress of the CTH T corridor
154 project, the Highway Commissioner will provide an annual report on the project during the
155 Capital Improvement budget process, which will be presented to both the Highway Committee
156 and the County Board;

157
158 NOW, THEREFORE BE IT RESOLVED, that the County Board recognizes the need for and
159 economic benefit of a future four-lane expansion of the entire CTH T corridor; and

160
161 BE IT FURTHER RESOLVED, that the County Board directs the County Administrator and
162 Highway Commissioner to sign the attached 5-party intergovernmental agreement which
163 commits Chippewa County to paying for 32.66% of Phase 1 local costs; and

164
165 BE IT FURTHER RESOLVED, that the total local costs for Phase 1 are currently estimated
166 at \$4,000,000 to \$7,000,000, of which Chippewa County's share is estimated to be between
167 \$1,306,667 and \$2,286,667; and

168
169 BE IT FURTHER RESOLVED, that the County Board acknowledges that portions of future
170 CTH T corridor phases lie within Eau Claire County; and

171
172 BE IT FURTHER RESOLVED, that the County Board pledges to fund 32.66% of the local
173 share of costs for future phases; and

174
175 BE IT FURTHER RESOLVED, that the County Board directs the County Administrator and
176 Highway Commissioner to proceed with future phases, which includes signing necessary
177 contracts and intergovernmental agreements; and

178
179 BE IT FURTHER RESOLVED, that funding for Chippewa County's share of local costs for
180 remaining CTH T corridor expansion work will be identified in future County budgets and Capital
181 Improvement Plans; and

BE IT FURTHER RESOLVED, to keep the County Board apprised of the progress of the CTH T corridor project, the Highway Commissioner will provide an annual report on the project during the Capital Improvement budget process, which will be presented to both the Highway Committee and the County Board.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

Chippewa County's share of Phase 1 is anticipated to be \$1,306,667 to \$2,286,667 to be financed through bonding, sales tax, and/or levy.

01/7/2025	Executive Committee
RESULT:	REFERRED TO COMMITTEE [UNANIMOUS] Next: 1/22/2025 10:00 AM
MOVER:	Joel Seidlitz, District 9
SECONDER:	Jason Bergeron, District 7
AYES:	Hull, Mueller, Gehring, Bergeron, Seidlitz

Approved as to Form:

Todd A. Pauls
Todd A. Pauls, Corporation Counsel

12/10/2024

Lori Zwiefelhofer
Lori Zwiefelhofer, Finance Director

12/10/2024

Randy B. Scholz
Randy B. Scholz, County Administrator

12/10/2024

INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR HIGHWAY “T” PHASE ONE ROAD RECONSTRUCTION

I. PARTIES

This Intergovernmental Cooperative Agreement for Highway “T” Corridor Engineering Services (the “Agreement”) is between Chippewa County, Wisconsin, a quasi-municipal corporation, located at 711 N. Bridge Street, Chippewa Falls, WI 54729; the City of Eau Claire, located at 203 S Farwell Street, Eau Claire, WI 54701; the Town of Union, located at 1506 N. Town Hall Rd. Eau Claire, WI 54703; the Town of Wheaton, located at 4975 County Highway T, Chippewa Falls, WI. 54729; and Eau Claire County, a quasi-municipal corporation, located at 721 Oxford Avenue, Eau Claire, WI 54703. Chippewa County, the City of Eau Claire, Eau Claire County, the Town of Union and the Town of Wheaton are referred to collectively in this Agreement as the “Parties” and individually, without differentiation, each as a “Party.”

II. TERM OF AGREEMENT

Services under this Agreement shall commence upon execution of this agreement by all Parties, and shall continue through December 31, 2030.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to assign responsibility for the cost and public responsibilities associated with the final design and reconstruction of phase one for County Highway “T” starting at the intersection of 17th Avenue located in the Town of Wheaton in Chippewa County to a point where Highway “T” intersects with 33rd Avenue in Chippewa County. This Agreement is authorized by Wis. Stat. § 66.0301. Project costs for phase one are outlined in the attached exhibit “A”. The local cost share percentage minimum is 20% per the federal grant funding requirements. The local cost share percentage for this project will likely be between 28% - 33% based on the engineers estimate for 2027 construction.

IV. SCOPE OF SERVICES

A. Eau Claire County is the lead for the Project and agrees to:

1. Contract with and administer the contract with the selected consultant as well as execute the State Municipal Agreement with the Department of Transportation for the complete roadway design and reconstruction of Highway “T” from 17th Avenue north to 33rd Avenue “phase one”.
2. Review and approve all plans and specifications as required for the project and coordinate approval with Chippewa County, the City of Eau Claire, the Town of Union and the Town of Wheaton.
3. Pay for 32.66% of the local cost share for the project.
4. Coordinate all state municipal agreement documents related to project delivery with Chippewa County, the City of Eau Claire, the Town of Union and the Town of Wheaton.
5. As Project lead, be primary party responsible for addressing public concerns and disseminating Project information to the public.

B. Chippewa County agrees to do the following:

1. Pay for 32.66% of the local cost share for the project
2. Assist in dealing with public concerns.
3. Complete all project deliverables as required as part of the project.

C. City of Eau Claire agrees to do the following:

1. Pay for 32.66% of the local cost share for the project
2. Assist in dealing with public concerns.

D. Town of Union agrees to do the following:

1. Pay for 1% of the local cost share for the project
2. Assist in dealing with public concerns.

E. Town of Wheaton agrees to do the following:

1. Pay for 1% of the local cost share for the project
2. Assist in dealing with public concerns.

V. COST EXEMPTIONS

None needed; consultant work to be performed by contract.

VI. FINAL PROJECT AUDIT

- A. Final audit of Project costs to be certified by all parties to this Agreement.
- B. Eau Claire County will invoice Chippewa County, the City of Eau Claire, the Town of Union and the Town of Wheaton for work completed according to this Agreement.

VII. NON-APPROPRIATION OF FUNDS

In the event any of the following events occur, this Agreement shall terminate immediately and each of the Parties shall be responsible to pay its assigned local cost share percentage under Paragraph IV Scope of Services for any actual work completed up to the date of termination:

- A. The State of Wisconsin or the Federal Government fails to pay grant funding as set forth above.
- B. The Board or Council of any Party to this Agreement fails to appropriate its assigned local cost share percentage under Paragraph IV Scope of Services.

VIII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Jon Johnson, Highway Commissioner, 2000 Spooner Avenue, Altoona, WI 54720, and to the other parties at the addresses listed in the first paragraph of this Agreement.

XI. INDEPENDENT STATUS.

The Parties to this Agreement acknowledge and recognize they are independent agencies for all purposes, including workers compensation, and not employees, or agents of each other.

X. MUTUAL HOLD HARMLESS.

The Parties agree fully to hold one another harmless from and against all claims, actions,

judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said Party, its agents, or employees, in the performance of this Agreement. The Parties shall give to each other prompt and reasonable notice of any such claims or actions and the other Party shall have the right to investigate, compromise, and defend the same.

XI. LIABILITY.

It is mutually agreed by the Parties that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the Party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities or omissions which occurred or may occur in connection with this Agreement.

XII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be cumulative and in addition to any other remedies provided by law.

XIII. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

XIV. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be exclusively in Eau Claire County Circuit Court, Eau Claire, Wisconsin.

XV. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

XVI. STATUTORY PROTECTIONS

It is agreed by the parties that nothing in this Agreement, including but not limited to the hold harmless clause, shall in any way constitute a waiver on the part of any of the Parties of an immunity, liability limitation or other protection available to the parties under any applicable state or other law.

XVII. NON-ASSIGNMENT OF AGREEMENT

The Parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XVIII. MODIFICATIONS TO AGREEMENT

There shall be no modifications to this Agreement, except in writing, signed by all Parties.

XIX. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

XX. INTEGRATION OF AGREEMENT

The entire agreement of the Parties is contained herein, and this Agreement supersedes all

previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Parties relating to the subject matter.

XXI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the Parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of three (3) typewritten pages, excluding the signature page; they have authority to enter into this Agreement on behalf of the Entity or Corporation they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

EAU CLAIRE COUNTY BY:

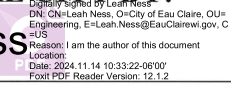

JON JOHNSON, HIGHWAY COMMISSIONER

12/03/2024
(Date)

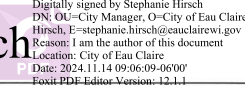

KATHRYN SCHAUF, COUNTY ADMINISTRATOR

12/03/2024
(Date)

EAU CLAIRE CITY BY:


LEAH NESS, CITY ENGINEER

11/14/2024
(Date)


STEPHANIE HIRSCH, CITY MANAGER

11/14/24
(Date)

CHIPPEWA COUNTY BY:

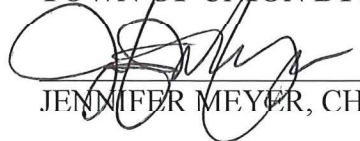
BRIAN KELLEY, HIGHWAY COMMISSIONER

(Date)

RANDY SCHOLTZ, COUNTY ADMINISTRATOR

(Date)

TOWN OF UNION BY:


JENNIFER MEYER, CHAIR

Nov. 12, 2024
(Date)

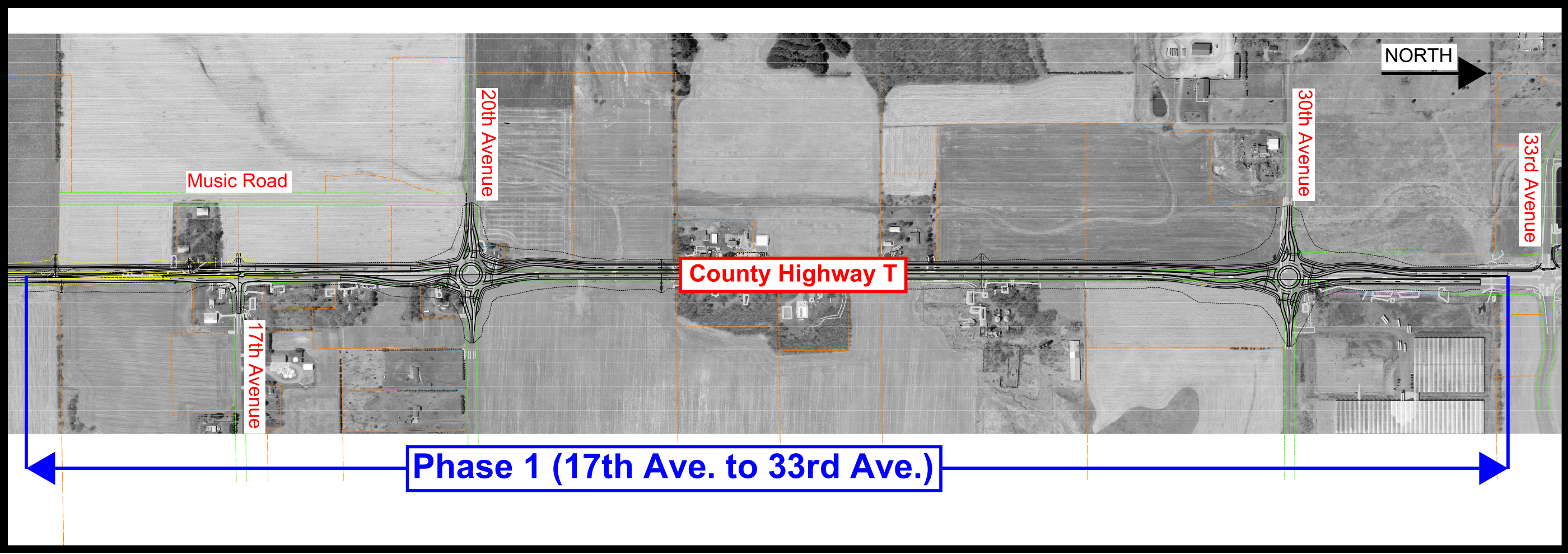
TOWN OF WHEATON BY:

Alice Droske
ALICE DROSKE, CHAIR11-12-24
(Date)

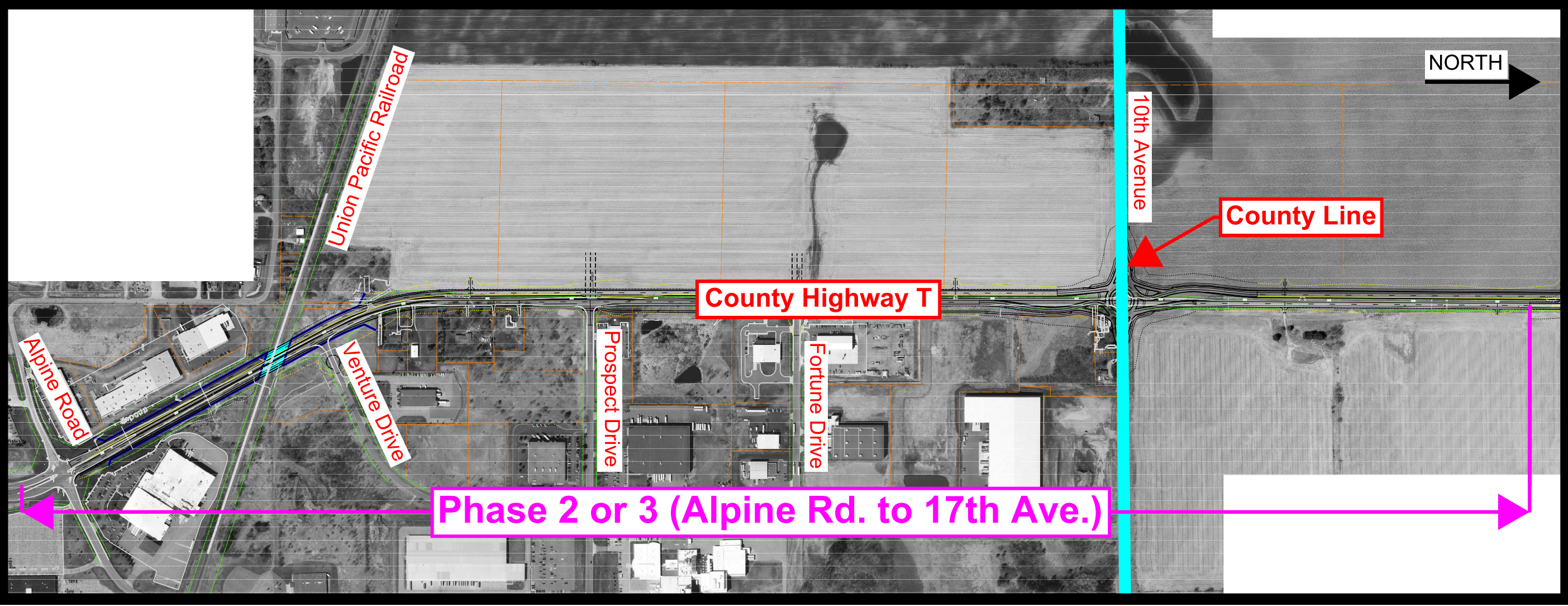
Exhibit A

Estimated Project Cost	Federal Funding	Local Share Cost
\$ 14,000,000.00	\$ 10,000,000.00	\$ 4,000,000.00

Stakeholder	Cost Share Percentage	Local Share Cost	Total Cost per Stakeholder
Chippewa County Share	32.66%	\$ 4,000,000.00	\$ 1,306,667.00
Eau Claire County Share	32.66%	\$ 4,000,000.00	\$ 1,306,667.00
City of Eau Claire	32.66%	\$ 4,000,000.00	\$ 1,306,667.00
Town of Union	1%	\$ 4,000,000.00	\$ 40,000.00
Town of Wheaton	1%	\$ 4,000,000.00	\$ 40,000.00



Attachment A



Attachment B