

**CITY OF GILLETT
COMMON COUNCIL
SPECIAL MEETING
COUNCIL CHAMBERS
WEDNESDAY, MAY 21, 2025 immediately following Public Works**

Council may deviate from agenda as needed

1. Mayor calls meeting to order
2. Clerk takes roll and informs Council Open Meeting Law has been complied with
3. Public Input
4. Discussion and Possible action on **RESOLUTION 10-2025- USE OF STREETS AND ALLEYS**
5. Discussion and Possible action on State/Municipal Financial Agreement for HWY 22 Project
6. Adjourn

Agenda subject to change up to 24 hours prior to meeting
posted: City Hall & website
Cc: City Council, Mayor

Handicap accessible. Contact the City Clerk at 920-855-2255 prior to meeting if additional services are required. It is possible that members of and possibly a quorum of members of the City Council or other committee may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please remember to silence cell phones, radios, and pagers before attending meetings at City Hall

5/14/25 9:26:11 AM

RESOLUTION 10-2025- USE OF STREETS AND ALLEYS

A Resolution providing for the use of streets and alleys by the City of Gillett
(Village, City, or Sewerage District)

Water and/or Sewerage Utility for the purpose of construction, operation and maintenance of the proposed utility system(s).

WHEREAS, the above stated utility intends to construct, operate, and maintain water and/or sewerage system(s) and,

WHEREAS, the lines and appurtenances for the above system(s) will be upon the property and under the streets and alleys owned by the City of Gillett
(Village, City, or Township)

NOW, THEREFORE, BE IT RESOLVED, that the City of Gillett
(Village, City or Township)

DOES HEREBY grant a perpetual easement to the City of Gillett
Water and/or Sewerage Utility for the use of streets and alleys for purposes of construction, operating and maintenance of the lines and appurtenances of the Water and/or Sewerage system(s).

Moved by _____

Seconded by _____, that the foregoing resolution be adopted. Motion carried.

Dated this _____ day of _____, 20_____.

(Mayor)

ATTEST:

(Clerk or Secretary)



1st Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on 02/23/2022 and signed by the State on 02/28/2022.

Date: 5/1/2025
I.D.: 9180-35-00/71
Road Name: STH 22
Title: C. Gillett, Main & McKenzie Strts
Limits: S CPL – N CPL
County: Oconto
Roadway Length: 1.08 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Roadway improvement project.

Proposed Improvement - Nature of work: Urban reconstruct.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Construction of parking lanes and adjustment of sanitary utilities.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
9180-35-00 Preliminary Engineering: Plan Development	\$ 700,000	\$ 700,000	100%	\$ -	0%
9180-35-21 Real Estate Acquisition: Acquisition	\$ 225,000	\$ 225,000	100%	\$ -	0%
9180-35-71 ¹ Construction:					
Roadway (cat 0010)	\$ 6,050,000	\$ 6,050,000	100%	\$ -	0%
Non-participating (cat 0020)	\$ 57,500	\$ -	0%	\$ 57,500	100%
Structure C-42-0025 (cat 0030)	\$ 115,000	\$ 115,000	100%	\$ -	0%
Pedestrian & Bicycles (cat 0040)	\$ 96,000	\$ 96,000	100%	\$ -	0%
subtotal 9180-35-71:	\$ 6,318,500	\$ 6,261,000		\$ 57,500	
Total Cost Distribution	\$ 7,243,500	\$ 7,186,000		\$ 57,500	

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages [3] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the City of Gillett	
Name	Title
Signature	Date
Signed for and on behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (f) Parking lane costs.
- (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6. The work will be administered by the State and may include items not eligible for federal/state participation.
- 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8. Basis for non-participating local participation:

Construction 9180-35-71

The project agreement will be revised, if necessary, as the project progresses. All costs shown are approximate and subject to final audit. Estimates include construction engineering costs.

Category 0020 – Non-Participating

In accordance with section 3-25-5 of the State's Program Management Manual, alterations of Municipal owned utilities and parking lane improvements are 100% the responsibility of the Municipality.

Inclusion of parking lanes located along the east side of STH 22, north of the West Park St intersection, are estimated at \$16,000.

Sanitary manhole adjustments with chimney seals are estimated at \$41,500 and are located throughout the project limits.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.