



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, June 28, 2023

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Minutes from the May 24, 2023 Meeting
2. Request by Alderperson Fischer for a Discussion Regarding the Conditions of Hudson, Watson & Virginia Streets from 5th to 10th Avenues
3. Referral by Alderperson Wagner Regarding Concerns with Concrete Craftsmanship during 2022 Sidewalk Maintenance Program in the vicinity of the 6th Avenue/Virginia Street Intersection
4. Approval of Bid Deemed Most Advantageous to the City of Antigo for a Tandem Truck for Use with Dump Body/Hook Loader
5. Approval of Bid Deemed Most Advantageous to the City of Antigo for a 1 Ton Regular Cab Dually Pickup Truck with Steel Flat Rack - 4x4 Including Plow
6. Sandblasting and Painting of Volvo Loader
7. Re-prioritize 2023 Wastewater Treatment Plant Capital Improvement Projects to allow for the Replacement of an Existing 60 gpm Sludge Transfer Pump in the Belt Thickener Room with a New Pump Installation Capable of up to 80 gpm
8. Proposed New Building and Zoning Ordinance for the Maintenance of Commercial Buildings and Structures along with Proposed Ordinance Revisions to Sections 14-1679 (Dwelling Units), 6-151 (Garbage and Trash Receptacles) and 38-408 (Junked Vehicles and Appliances on Private Property)
9. Revised State/Municipal Agreement (SMA) for the Construction of the 4th Avenue Bridge over Springbrook Creek Securing Additional Grant Funding for the 2024 Project
10. Discussion and Possible Action on One Way Traffic on the Two Streets Entering North Elementary
11. Recommended Professional Services Agreement for the Fourth Avenue Bridge Temporary Limited Easement Acquisitions
12. Recommended Professionals Services Agreement with Ayres Associates for the 4th Avenue Roadway Design Work from Highway 45 to 5th Avenue (Excluding Bridge Project)
13. Discussion Regarding Paving North Sunset Drive from First to Fifth Avenue
14. Review of Existing All-Terrain and Utility Vehicles Access to ATV/UTV Routes (Ordinance Chapter 38, Article V, Division 3) for Potential Revisions to Allow for the Use of All City Streets as Opposed to Restricted Travel from a Residence to Trail System along Designated Routes
15. Advancement of a Three-Party Design Agreement with WisDOT, Ayres Associates & the City for Design of 10th Avenue (Western Ave. to the East City Limits) under the Bi-Partisan Infrastructure Law (BIL) Surface Transportation Urban (STP-U) Grant Program
16. Hearing Requested by Patricia Hammel, 809 Hogan Street, denying that her lawn is a nuisance per City Ordinance Section 6-6, Length of Lawn and Grasses

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: June 22,2023

TOM BAUKNECHT



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 28, 2023
Re: Request by Alderperson Fischer for a Discussion Regarding the Conditions of Hudson, Watson & Virginia Streets from 5th to 10th Avenues

A discussion regarding the condition of these three street locations starts with an understanding of the Pavement and Surface Evaluation Rating (PASER) system for asphalt surfaces. Newly constructed roadways are typically rated as a 9 or 10 out of a maximum 10-point scale with roadway segments in these conditions typically rated as 4 or lower (depending on the segment) and are identified as Poor to Failed condition most commonly requiring reconstruction.

These particular roadway sections fall under the reconstruction definition including the need for new sidewalk, driveways, curb & gutter roadway surface replacement and in some instances the need for underground utilities and base work. This work can range in cost of up to \$500,000 per block (+/- 500') if full municipal utility reconstruction is necessary.

In recent years, a number of attempts to secure specialized grant funding along these locations with the most recent being as follows:

- **June 2022 - BIL STP Local Funding Program (80% Grant/20% Local Match)**

- Hudson St. (+/- 2,000' from 5th to Field) \$2,023,500 Estimated
- Virginia St. (+/- 2,700' from 5th to 10th) \$1,364,800 Estimated
- Watson St. (+/- 2,250' from 5th to 9th) \$1,163,800 Estimated

\$4,552,100 Total Project

Say \$6,000,000 with Inflation

While these estimated costs are impacted by the level of reconstruction required to meet the Federal and WisDOT Design Standards associated with the grant application; a lesser cost approach can be considered along those sections not requiring full utility replacement (i.e. Hudson St. from 5th to 7th). This would require the consideration of the following based upon today's pricing:

- Eliminate sidewalk reconstruction would reduce cost (+/- \$1,000,000)
 - Potential \$750,000 in assessments
- Eliminate driveway replacement (+/- \$ 400,000)
 - Potential \$300,000 in assessments
- Eliminate curb & gutter replacement (+/- \$ 350,000)
 - Potential \$175,000 in assessments

• Add bituminous curb in lieu of concrete	+ \$ 50,000
• Eliminate water, sanitary & storm sewer	(+/- \$ 650,000)
• Local Design & Letting	<u>(+/- \$ 600,000)</u>
	+/- \$2, 950,000 Savings

Please keep in mind that while the savings listed above will significantly reduce the overall appearance of the entire corridor they will adequately address the riding surface quality. The prices range from \$250,000 to \$500,000 per block depending on the choices being made.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 28, 2023
Re: Referral by Alderperson Wagner Regarding Concerns with Concrete Craftsmanship during 2022 Sidewalk Maintenance Program in the vicinity of the 6th Avenue/Virginia Street Intersection

Charley Brinkmeier is aware of the concerns related to not only the quality of concrete work related to the 2022 sidewalk and driveway approach maintenance replacement program in the 6th Avenue/Virginia Street corridor. He will provide an update related to not only concerns regarding concrete quality but will also discuss concerns related to project timeliness and insufficient landscape restoration by the contractor.

Charley will provide an update regarding the efforts that are in progress to address these concerns.



To: Mayor and City Council
From: Kirk Packard, Street Commissioner
Date: June 28, 2023
Re: Approval of Bid Deemed Most Advantageous to the City of Antigo for a Tandem Truck for Use with Dump Body/Hook Loader

The Street Department sought bids for a Tandem Truck with Dump Body/Hook Loader back in April 2023. Three bids were received (the previous bid tab is attached), with the low bid being awarded to Quinlan's Equipment. Monroe Truck Equipment was awarded the low bid for the dump body/hook loader.

Since the bid opening, Quinlan's Equipment has notified me advising that they were unable to honor the original bid price of \$106,795 because of emissions regulations and material pricing.

We re-bid the truck portion (a copy of the bid tab is attached) and Quinlan's Equipment is the low bid of \$114,895.

It is my recommendation to award the bid to Quinlan's Equipment for \$114,895. This is a budgeted item.

City of Antigo - Bids for Tandem Truck for Use with Dump Body/Hook Loader

[illegible]

Bids Opened at 10:00 am June 19, 2023

Present: Kirk Packard, Tom Bauknecht, Kaye Matucheski

Attachment: Tandem Truck Bid tabs (6216 : Tandem Truck Bid)

City of Antigo - Bids for Tandem Truck with Dump Body/Hook Loader

Bidder/Supplier	Bid Price	NOTES: Exceptions/Options
Quinlan's Equipment (tandem truck)	\$106,795	International
Truck Country (tandem truck)	\$126,000	Freighliner
Truck Country (tandem truck)	\$145,000	Western Star
Monroe Truck Equipment (dump body/hook loader)	\$94,784	Monroe/Crysteel/Swap Loader
Casper's Truck Equipment (dump body/hook loader)	\$112,725	Stellar
Truck Equipment (dump body/hook loader)	\$98,880	Hardox

Bids Opened at 10:00 am April 12, 2023

Present: Nate Washatko, Sarah Doucette, Alderperson Bauknecht

Attachment: Tandem Truck Bid tabs (6216 : Tandem Truck Bid)



To: Mayor and City Council
From: Kirk Packard, Street Commissioner
Date: June 28, 2023
Re: Approval of Bid Deemed Most Advantageous to the City of Antigo for a 1 Ton Regular Cab Dually Pickup Truck with Steel Flat Rack - 4x4 Including Plow

The Street Department sought bids for a 1 Ton Regular Can Dually Pickup Truck with Steel flat Rack - 4x4 including Plow back in January 2023. One bid was received (a copy is attached), with the bid being awarded to Quinlan's Equipment.

Since the bid opening, Quinlan's Equipment has notified me advising that they were unable to honor the original bid price of \$69,053 because of state pricing and material costs.

We re-bid the truck (a copy of the bid tab is attached) and Quinlan's Equipment is the low bid of \$71,863.

It is my recommendation to award the bid to Quinlan's Equipment for \$71,863. This is a budgeted item.

City of Antigo - Bids for 1 Ton Regular Cab Dually Pickup Truck with Steel Flat Rack - 44 including Plow

[illegible]

Bids Opened at 10:00 am June 19, 2023

Present: Kirk Packard, Tom Bauknecht, Kaye Matucheski

Attachment: Pickup Truck Bid tabs (6217 : Pickup with Plow bid)

**BID PROPOSAL – ONE 1 TON REGULAR CAB DUALY PICKUP TRUCK WITH STEEL FLAT RACK-
4x4 INCLUDING PLOW**

Dealer Retail Price \$ 54,053.00

Discount \$ - 4400.00

Mfr's Rebate If Any \$ 0

Vehicle Make and Model 2023 GMC 3500 Regular cab truck

Steel Rack \$ 8500.00

Plow \$ 10,900.00

Net Total Price \$ 69,053.00

Delivery Date October 16, 2023 or later

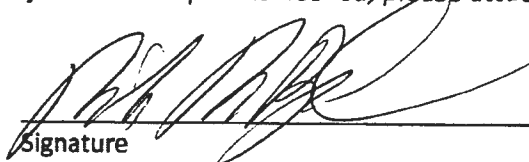
Name of Supplier Quinlan's Equipment Inc, Mike McDougal, agent

Address of Supplier PO Box 459, 1030 S. Superior St., Antigo, WI 54409

E-mail Address bigmike@quinlansequipment.com

Phone Number 715-627-4331

If additional space is needed, please attach to this bid sheet.


Signature

01/12/2023
Date

Attachment: Pickup Truck Bid tabs (6217 : Pickup with Plow bid)



To: Mayor and City Council
From: Jaime Horswill, Assistant
Date: June 28, 2023
Re: Sandblasting and Painting of Volvo Loader

I solicited bids to sandblast and paint one of our Volvo Loaders. We did not receive any bids. I am working on getting a quote from a local company and hope to have it available at the time of the meeting.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 28, 2023
Re: Re-prioritize 2023 Wastewater Treatment Plant Capital Improvement Projects to allow for the Replacement of an Existing 60 gpm Sludge Transfer Pump in the Belt Thickener Room with a New Pump Installation Capable of up to 80 gpm

A memo from Tommy Horswill of Infrastructure Alternatives is included in your agenda packets and addresses the needs relative to this request. The funding for the proposed replacement and installation of the new sludge pump is to be as follows:

	<u>Budgeted Amount</u>	<u>Actual/Transfer Amount</u>	<u>Balance</u>
• WWI-5 Roofs for Buildings	\$125,000	\$105,000 (Blowers)	\$20,000
• WWI-25 Boiler Replacement	\$150,000	\$125,000	\$25,000
• WWI-27 Digester Upgrades	\$ 40,000	Delay until 2024	<u>\$40,000</u>
		Amount Available =	<u>\$85,000</u>

It is my recommendation to authorize \$85,000 for the replacement and installation of a new Sludge Transfer Pump for the Belt Thickener Room at the Wastewater Treatment Plant with a new unit capable of up to 80 gallons per minute of production rate along with any necessary improvements to the variable frequency drive compressor and any associated appurtenances. Bids will be solicited on the City's behalf by Infrastructure Alternatives Inc. and presented to the Public Works Committee at the regularly scheduled July meeting.

To: Public Works Committee

The sludge transfer pump at the wastewater treatment plant (WWTP) needs to be replaced. This pump transfers the dewatered sludge from the gravity belt thickener to sludge storage. The pump, while operating normally, has a 60 gallons per minute (GPM) capacity. The pump currently is only able to pump just below 30 gallons per minute. I would like to be able to upgrade the current pump to one that is capable of 80 GPM. This would require a larger variable frequency drive, pump base, and breaker. This larger pump will allow us to pump sludge as normal without running the pump at full speed. Running at 75% will allow us to extend the life of this pump from the life of a pump capable of 60 GPM.

If you have any questions concerning this, feel free to contact me.

Warm regards,

Tommy Horswill
Project Manager: Infrastructure Alternatives
715-216-6243
thorswill@iaiwater.com



To: Mayor and City Council
From: Beth McCarthy, Building Inspector/Zoning Administrator
Date: June 28, 2023
Re: Proposed New Building and Zoning Ordinance for the Maintenance of Commercial Buildings and Structures along with Proposed Ordinance Revisions to Sections 14-1679 (Dwelling Units), 6-151 (Garbage and Trash Receptacles) and 38-408 (Junked Vehicles and Appliances on Private Property)

Proposed new ordinance – Maintenance of commercial buildings and structures.

The proposed ordinance will address the need for enforceable maintenance guidelines for the City of Antigo's commercial buildings. The city currently has an ordinance for housing appearance for dwelling units, but nothing in place for commercial buildings.

Proposed alterations to existing ordinances.

1) Sec. 14-1679. Dwelling unit minimum requirements.

This section of the ordinances refers to the rental dwelling units and subleased units. It establishes the requirements that the dwelling must meet to qualify for occupancy. The proposed changes to this sections will require that every rental or subleased dwelling unit be supplied with adequate weekly garbage collection. Also, that rubbish must be stored in an enclosed structure and may not be visible from the road.

Per Sec 14-1675. Rubbish means nonputrescible solid wastes, excluding ashes, consisting of either:

- (1) Combustible wastes, such as paper, cardboard, plastic containers, yard clippings and wood; or
- (2) Noncombustible wastes, such as tin cans, glass or crockery.

2) Sec. 6-151. – Garbage and trash receptacles.

Currently, bulk storage containers and dumpsters are permitted for residential use. More and more commercial dumpsters are being placed in front yards of homes in the community. There is nothing currently in the city ordinances to prevent this practice. This ordinance change would prohibit residential use of dumpsters and only allow them to be used in commercial operations only.

3) Sec. 38-408. Junked vehicles and appliances on private property.

This section of the ordinance currently allows an unlimited amount of motor vehicles or motor vehicle accessories, to be stored in any zoning within the city, if they are behind screening fence. The proposed change to this se

would eliminate that as an option. If a property owner, other than an authorized business enterprise located in a properly zoned area, chooses to store junk motor vehicles and motor vehicle accessories, they must be stored within an enclosed building.

The proposed ordinance and the proposed ordinance changes, along with related pictures are attached for your review.

Maintenance of Commercial Buildings and Structures.

- (a) *Minimum standards.* All commercial buildings and structures shall comply with the particular requirements of this section.
- (b) *Foundations, exterior walls, roofs, windows, and exterior doors.*
- (1) Every exterior wall shall be free of deterioration, holes, breaks or loose or rotting board or timbers.
 - (2) Structures that require paint or stain shall have paint or stain applied at regular intervals to exterior building surfaces.
 - (3) All brands of house wrap must be covered with an esthetic exterior material within 6 months of installation.
 - (4) All cornices, moldings, lintels, sills, oriel windows and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous.
 - (5) Roof surfaces shall be tight and shall have no defects which admit water. All roof drainage systems shall be secured and hung properly.
 - (6) Chimneys, antennas, air vents and other similar projections shall be structurally sound and in good repair. Such projections shall be secured properly, where applicable, to an exterior wall or exterior roof.
 - (7) Building awnings shall be structurally sound and in good repair
 - (8) Windows and doors shall be reasonably weather tight, waterproof, rodent proof, structurally sound and in good repair.
 - (9) Glass portions of windows and doors must be maintained and crack free. Temporary boarding of window(s) and/or door(s) is allowed for up to 6 months prior to repairs, at such time the window(s) and/or door(s) must be repaired to their original form.
 - (10) Window and door screens must be free from tears and holes where installed.
 - (11) All lighting attached to a building must be in working order.

Sec. 14-1679. Dwelling unit minimum requirements.

No person shall rent or sublease to another for occupancy any dwelling unit for the purpose of living, sleeping, cooking or eating therein which does not comply with the following requirements:

- (1) Potable water from an approved source shall be available at all times in residential buildings at a pressure which is adequate for normal human requirements. All sources of domestic water shall meet state department of health standards for potability. The domestic water supply system of the building shall be connected to such approved source and shall not be subject to contamination. All potable water supply piping and fittings for each plumbing fixture shall be installed in such a manner that backflow or backsiphonage cannot occur. Backflow connections shall not be permitted between the piping system carrying potable water and any piping system or plumbing equipment carrying nonpotable water or waterborne waste. All drinking fountains provided in any building or on any premises shall comply with the requirements of the city's plumbing code in article VI of this chapter.
- (2) Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to a water and sewer system approved by the fire department and/or city inspector.
- (3) Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to a water and sewer system approved by the fire department and city inspector or access to such facilities shall be provided if conditions are approved.
- (4) Every dwelling unit shall contain, within a lockable room which affords privacy to a person within such room, a bathtub or shower in good working condition and properly connected to a water and sewer system approved by the fire department and city inspector, or access to such facilities shall be provided if conditions are approved.
- (5) Every kitchen sink, lavatory basin and bathtub or shower required under this section shall be properly connected with hot and cold water lines which provide pressure which is adequate for normal human requirements.
- (6) Every dwelling unit shall be supplied with adequate rubbish storage facilities. **Rubbish must be stored in an enclosed structure and may not be visible from the road.** ~~the type and location of which are approved by the fire department and city inspector.~~
- (7) Every dwelling unit shall have ~~adequate garbage disposal facilities or garbage storage containers, the type and location of which are approved by the fire department and city inspector.~~ **be supplied with garbage storage containers with tight fitting lids and adequate weekly garbage collection meeting the requirements of Sec. 6-151 – Garbage and trash receptacles.**
- (8) Every dwelling shall have supplied water heating facilities which are properly installed, maintained in safe and good working condition; properly connected with the hot water lines required under subsection (5) of this section; and capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 100 degrees Fahrenheit or more than 125 degrees Fahrenheit. Such supplied water heating facilities shall be capable of meeting the requirements of this section

when the dwelling or dwelling unit heating facilities required under subsection (5) of this section are not in operation.

- (9) Every dwelling unit shall have access to one or more safe, unobstructed means of egress with minimum headroom of six feet four inches leading to safe and open space at ground level or as otherwise provided by the law of this state and the city. Dwelling units which are above the first story will be permitted to use a secondary exit which utilizes a flat roof deck or platform supported by columns or brackets and which is provided with a three-foot, six-inch-high protective rail, together with two uniformly spaced intermediate rails. Railings on platforms subject to use by children shall have intermediate rails or an ornamental pattern designed to prevent the passage of an object with a diameter larger than four inches. This platform shall comply with the regulations contained in the Wisconsin Enrolled Commercial Building Code, section 1003.2.12. The floor of the platform or roof edge may not exceed an elevation of 15 feet above the ground level.
- (10) Structurally sound handrails shall be provided on any steps containing three risers or more and on the open sides of all such stairways with a vertical rise of more than two feet. All openings between handrails and stairways shall be protected by an intermediate rail at midheight or equivalent unless the stairway is subject to use by children, in which case it shall have rails designed to prevent the passage of an object with a diameter larger than four inches. Porches, balconies and other elevated platforms located more than two feet higher than the adjacent areas shall have structurally sound protective guardrails 42 inches high and, if unenclosed, intermediate rails or balusters as specified in subsection (9) of this section. Protective guardrails within individual dwelling units may be a minimum of 36 inches in height.

(Code 1999, § 15-4-7)



Sec. 6-151. - Garbage and trash receptacles.

- (a) It is unlawful for the agent, owner, tenant or occupant of any premises to have, maintain, or keep any garbage or mixed refuse thereon except in containers as prescribed in this article. Such containers shall be composed of rigid, durable materials, have tight-fitting covers, ~~be fitted with handles,~~ and be capable of preventing leakage or the entrance of water, insects and animals. Garbage or mixed refuse must be stored within such container with the lid closed. The containers and the charge for such service shall be consistent with all rules, regulations and grant requirements imposed by the State of Wisconsin upon the city or Langlade County.
 - (1) Garbage or mixed refuse shall be placed in plastic bags or otherwise adequately wrapped before being placed in the garbage containers. Plastic bags may be used as liners inside approved garbage containers.
 - (2) The total capacity of all provided garbage and refuse containers ~~and all bulk storage containers~~ shall be sufficient to meet the needs of the occupants of the dwelling unit to which they relate.
 - (3) It shall be unlawful to place any garbage or mixed refuse into a container not meeting the standards of this section. All containers shall be easily filled, emptied and cleaned, and shall be maintained at all times in a clean and sanitary condition.
 - (b) Recyclable materials shall be placed for collection in receptacles which are adequate to prevent the blowing or scattering of materials therefrom.
 - (c) ~~Bulk storage containers and dumpsters are not permitted for residential use.~~ Bulk storage containers ~~and dumpsters~~ which are used for the storage of garbage or mixed refuse ~~for dwellings or for commercial operations,~~ shall be watertight, constructed of metal or other durable material impervious to rodents, capable of being serviced without creating unsanitary conditions, and equipped with doors or covers that are tight-fitting. Such containers, as well as the area immediately surrounding them, shall be maintained in a clean sanitary condition by the owner of such container.
 - (d) Ashes shall be adequately cooled and dried before being placed out for collection.
 - (e) ~~Prepaid bags, which~~ **Bags must** have a minimum thickness of two mils and ~~which~~ meet the minimum criteria of the standards of the National Sanitation Foundation. ~~, may be used as provided in this article.~~
 - (f) Recyclables shall be collected and maintained in a marketable condition.
- (Ord. No. 1102B, § 12, 10-8-2003; Ord. No. 1105B, § 6, 1-14-2004)



Sec. 38-408. Junked vehicles and appliances on private property.

- (a) *Storage of automobiles restricted.* No disassembled, inoperable, unlicensed, junked or wrecked motor vehicles, race cars, race trucks, demo derby cars, truck bodies, tractors, trailers, farm machinery, vehicle parts or tires or appliances shall be stored unenclosed outside of a building upon industrial, commercial, public or private residential property within the city for a period exceeding ten days unless it is in connection with an authorized business enterprise located in a properly zoned area maintained in such a manner as to not constitute a public nuisance.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Disassembled, inoperable, junked or wrecked motor vehicles, truck bodies, tractors, or trailers means motor vehicles, recreational vehicles, truck bodies, tractors, farm machinery or trailers in such a state of physical or mechanical ruin as to be incapable of propulsion, being operated upon the public streets or highways, or which are otherwise not in safe or legal condition for operation on public streets or highways due to missing or inoperative parts, flat or removed tires, expired or missing license plates or other defects.

Inoperable appliance means any stove, washer, refrigerator or other appliance which is no longer operable in the sense for which it was manufactured.

Motor vehicle means as defined in Wis. Stats. § 340.01(35).

Race car, race truck or demo derby car or truck means any standard car or truck modified to allow for competition in any kind of racing activity.

Unlicensed motor vehicles, truck bodies, tractors or trailers means motor vehicles, truck bodies, tractors, recreational vehicles or trailers, race cars, race trucks, demo derby cars which do not bear lawful current license plates.

- (c) *Exceptions.* This section shall not apply to any motor vehicle or motor vehicle accessories stored within an enclosed building, ~~behind screening fencing~~, or on the premises of a business enterprise operated in a lawful place and manner in a properly zoned area when necessary to the operation of such business enterprise, in a storage place or depository maintained in a lawful place and manner; or seasonal vehicles such as snowmobiles, motorcycles, motor scooters, all-terrain vehicles and nonmotorized campers, provided such vehicles are stored in compliance with ordinances. Also excepted are motor vehicles registered pursuant to Wis. Stats. §§ 341.265 and 341.266. In other situations the common council may issue temporary permits permitting an extension of not to exceed an additional 30 days' time to comply with this section where exceptional facts and circumstances warrant such extension.
- (d) *Enforcement.* Enforcement of this section shall be as follows:
- (1) Whenever the building inspector/zoning administrator or his/her designee shall find any vehicles, vehicles parts or tires or appliances, as described in this section, placed or stored in the open upon private property within the city, they shall notify the owner of the property on which such vehicle or appliance is stored of the violation of this section. If such vehicle, part thereof or appliance is not removed within five days, the

chief of police or his/her designee may cause to be issued a citation to the property owner or tenant of the property upon which the vehicle or appliance is stored.

- (2) If such vehicle or appliance is not removed within seven days after disposal of the citation by the court, the chief of police or his/her designee shall cause the vehicle or appliance to be disposed of following a period of 14 days after notice has been provided to the titled owner and/or secured party of record. Any cost incurred in the removal and sale of the vehicle or appliance shall be recovered from the owner. However, if the owner of the vehicle or appliance cannot readily be found, the cost of such removal shall be charged to the property from which it is removed, which charges shall be entered as a special charge on the tax roll.

- (e) *Penalty.* Any person who shall interfere with the enforcement of this section and shall be found guilty thereof shall be subject to a penalty as provided in section 1-14. Each motor vehicle or appliance involved shall constitute a separate offense.

(Code 1999, § 10-5-8; Ord. No. 1060B, § 1, 11-14-2001; Ord. No. 1134B, § 1, 7-13-2005; Ord. No. 1286B, §§ 5, 6, 6-14-2017)

State law reference(s)—Abandoned vehicles generally, Wis. Stats. § 342.40.







To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 28, 2023
Re: Revised State/Municipal Agreement (SMA) for the Construction of the 4th Avenue Bridge over Springbrook Creek Securing Additional Grant Funding for the 2024 Project

A State/Municipal Agreement, for the construction of the 4th Avenue Bridge over Springbrook Creek, was executed in July of 2020. This agreement identified the project responsibilities and included the projected cost sharing for design and construction based upon a ratio of 80% Federal/20% Local match. Certain items were considered to be 100% local share as non-participating construction based upon the following:

TABLE B SUMMARY OF COSTS					
PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 9835-00-01					
Design	\$ 135,820	\$ 108,656	80%	\$ 27,164	20% + BAL
State Review	\$ 14,600	\$ 11,680	80%	\$ 2,920	20% + BAL
<i>Project total</i>	\$ 150,420	\$ 120,336	MAX	\$ 30,084	
ID 9835-00-71					
Participating Construction	\$ 532,000	\$ 425,600	80%	\$ 106,400	20% + BAL
Construction Engineering	\$ 82,500	\$ 66,000	80%	\$ 16,500	20% + BAL
Non-Participating Construction	\$ 140,300		0%	\$ 140,300	100%
State Review	\$ 15,600	\$ 12,480	80%	\$ 3,120	20% + BAL
<i>Project total</i>	\$ 770,400	\$ 504,080	MAX	\$ 266,320	
Total Est. Cost Distribution	\$ 920,820	\$ 624,416		\$ 296,404	
*Design ID 9835-00-01 federal/state funding is limited to \$ 120,336.					
*Construction ID 9835-00-71 federal/state funding is limited to \$ 504,080.					

In May of 2023 a Change Management Request was submitted to WisDOT on the City's behalf by our design consultant Ayres Associates. The request included the inclusion of the updated estimate of costs (including all approach work on an 80/20 cost share) and the responsibility for removal of identified contaminated soils confirmed in the Phase 2.5 hazmat report as 100% non-participating. Overall, the revised SMA provides an additional \$330,972 in Federal Grant funds while extending the city's overall commitment by \$82,743 in local match. At this time, the projected non-participating costs for removal of contaminated soils are estimated at \$90,000 of which will be more than covered by the originally projected \$140,300 in non-participating funds.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 9835-00-01					
Design	\$ 135,820	\$ 108,656	80%	\$ 27,164	20% + BAL
State Review	\$ 14,600	\$ 11,680	80%	\$ 2,920	20% + BAL
<i>Project total</i>	\$ 150,420	\$ 120,336	MAX	\$ 30,084	
ID 9835-00-71					
Participating Construction	\$ 945,715	\$ 756,572	80%	\$ 189,143	20% + BAL
Construction Engineering	\$ 82,500	\$ 66,000	80%	\$ 16,500	20% + BAL
Non-Participating Construction	\$ 140,300		0%	\$ 140,300	100%
State Review	\$ 15,600	\$ 12,480	80%	\$ 3,120	20% + BAL
<i>Project total</i>	\$ 1,184,115	\$ 835,052	MAX	\$ 349,063	
Total Est. Cost Distribution	\$ 1,334,535	\$ 955,388		\$ 379,147	
*Design ID 9835-00-01 federal/state funding is limited to \$ 120,336.					
*Construction ID 9835-00-71 federal/state funding is limited to \$ 835,052.					

I included a full copy of the revised State/Municipal Agreement for your review. I recommend its approval for advancement to the July Council meeting for their consideration.



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: June 28, 2023
Re: Recommended Professional Services Agreement for the Fourth Avenue Bridge
Temporary Limited Easement Acquisitions

We have received a grant from the Wis DOT to reconstruct the Fourth Ave Bridge and the approaches. During the design process it was determined that the project will need Temporary Limited Easements (TLEs) from 3 adjoining property owners, as well as some utility negotiations, to move some of the overhead utilities. Under the Wis DOT requirements, this work must be done by a Wis DOT certified consultant off of their list of consultants. We reached out to multiple firms, many were too busy to meet our time frame, most never got back to us. Rany Moss & Associates was recommended to us and after having conversation with him, he is able to meet our time table. We are recommending approval of the contract with Moss & Associates for negotiations and marked study for the sum, not to exceed, of \$17,000. The funds will be from the Fourth Ave Bridge CIP.

CONTRACT FOR SERVICES
BETWEEN
CITY OF ANTIGO
AND MOSS & ASSOCIATES LLC

Moss & Associates LLC will provide project management, negotiation and relocation services, through acquisition and or condemnation.

Negotiation Services

- Moss & Associates LLC will provide all aspects of property acquisition:

Offer Price letter, copy of appraisals and description of taking and obtain purchase agreement if desirable.

Negotiation files complete with Title Search, copy of appraisal, negotiation diary, mortgage releases, lien releases, tax proration, closing statement, copies of Conveyances and statements to construction engineer.

Obtain mortgage and lien releases when necessary.

Submit necessary deeds and releases to the register of deeds for recording.

Provide necessary documentation to the designated City of Antigo when an administrative settlement is recommended by the negotiator to preclude condemnation.

Voucher all payment requests to City of Antigo Highway Department for payment of the acquisition.

Provide all necessary forms to proceed with condemnation if necessary, i.e.

Jurisdictional Offer and Award of Damages.

Project Management Services

- Moss & Associates LLC will conduct all activities within the guidelines of Wis. Stats. Chapter 32 and Wis. Administrative Code Chapter 202, and the WisDOT Manual for Right of Way Acquisition
- Invoice City of Antigo monthly for work processed.
- Process offering price reports to the Village for approval.
- Audit, approve and voucher payments for completed appraisal fees.
- Review and voucher invoices for property owner appraisals as provided in Wis. Stats. 32.05(2)(b).
- Provide periodic status reports
- Provide pre-trial consultation regarding condemnation proceedings
- Attend any meeting or conference required by the City of Antigo
- Provide consultation as necessary

City of Antigo will provide:

- Any information necessary from the Assessor for the appraiser or negotiator to perform their functions.
- Any necessary R/W plats, construction plans, profiles and cross sections as required.
- All documents and legal descriptions.
- Pay for any Title Searches or updates to Title Searches.
- Pay for all approved purchases of right of way.
- Pay for all recording fees.
- Pay for approved appraisal fees.

Moss & Associates LLC will provide the services as outlined above, provided in the attached Proposal for Services.

MOSS & ASSOCIATES LLC

CITY OF ANTIGO

Owner

Director of Public Works



6/14/2023

Randy Moss, Owner

Date

Date

Attachment: Moss & Associates (6210 : Fourth Ave Bridge Easement Acquisition)

Proposal City of Antigo
Fourth Ave. Bridge Project
Project ID 9835-00-01

NEGOTIATION:

Acquisition of TLE parcels	\$1,500/parcel
Utility parcels	\$450/utility
Nominal Payment Parcel Report (Required by WisDOT, if necessary)	\$2,500
Certification of Right of Way (Required by WisDOT, if necessary)	\$2,500

Moss & Associates will meet with owners, deliver offers, mail documents to Register of Deeds for recording, prepare Jurisdictional Offers, if necessary, prepare Award of Damages if necessary.

City of Antigo will be responsible for providing right of way plats and construction plans, documents and legal descriptions, title searches, pay for recording documents, and making payments to owners.

APPRAISALS:

Appraisal (Standard Abbreviated)	\$2,500/appraisal (If necessary)
Sales Study : (Required by WisDOT)	\$6,500
Testimony prep time:	\$150.00 per hour (If necessary)
Court Testimony:	\$150.00 per hour (If necessary)

Steiro Appraisal, Inc. will prepare a sales study, appraisals, if necessary, and prepare for and testify in the event of a court case.



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: June 28, 2023
Re: Recommended Professionals Services Agreement with Ayres Associates for the 4th Avenue Roadway Design Work from Highway 45 to 5th Avenue (Excluding Bridge Project)

In 2024 we will be replacing the Fourth Ave Bridge. During this process we discovered the need to replace the Storm Sewer from USH 45 to the Bridge and we would also like to repave from the bridge to Fifth Ave. We requested an engineering contract from Ayres & Associates, as they are also designing the bridge for us. Ayres has estimated those services to be \$57,300. We are recommending approval of the attached contract with funds to come from the Storm Water Utility and Street Construction CIP

June 16, 2023

Mr. Mark Desotell
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: 4th Avenue and Field Street Improvements

Dear Mr. Desotell:

Thank you for the opportunity to submit this proposal for professional services related to improvements along 4th Avenue from USH 45 to the western end of the 4th Avenue bridge, and along Field Street from 4th Avenue to 5th Avenue. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

There is currently a separate WisDOT bridge replacement project underway in final design phase on 4th Avenue over the Spring Brook in the City of Antigo. In addition to that bridge replacement project, the City of Antigo would like to make improvements to the west of the bridge along 4th Avenue ("Project Segment A"), and to the east of the bridge along Field Street ("Project Segment B"). **See "Project Location Map" on the following page.**

"Project Segment A" of this project scope is to reconstruct the segment of 4th Avenue from USH 45 to the west end of the 4th Avenue bridge. This would include road reconstruction, curb and gutter replacement, replacement of sidewalk on the north side, and replacement of storm sewer. The proposed roadway improvements will be approximately 230 ft in length. However, the proposed storm sewer length will be approximately 300 ft, extending into the proposed bridge project, where it will connect with storm sewer along the bridge at a location coordinated with the bridge project team. The width of 4th Avenue roadway will also be coordinated to match the width that is being proposed as part of the bridge project. It is assumed that sanitary sewer or water main replacement will not be needed. No intersection improvements are anticipated at USH 45. Due to known contamination in area of "Project Segment A" (4th Ave), Haz Mat Investigations will be necessary. However, this is being done as part of the bridge replacement project, so is not included in this project scope. Findings of the Haz Mat Investigations from the bridge project will be coordinated and considered for this project as determined appropriate.

"Project Segment B" of the project scope takes place on Field Street from the 4th Ave to 5th Ave and is approximately 200 ft in length. It includes roadway milling and paving, and spot curb and gutter improvements. The width of this roadway will not change. There are currently drainage issues on the north end of Field Street near 4th Ave, near the pellet company (SW corner of 4th Ave/Field Street), and the grocery/pharmacy store (SE corner of 4th Ave/Field St). See the "Project Location Map". There are two existing inlets in this area on Field St. Due to the existing slope towards the southeast on 4th Ave and Field Street in this area, stormwater currently runs/sheets over these inlets, causing flooding problems at both properties. It is proposed as part of this project to include two additional storm inlets on 4th Ave at the very eastern limits of the bridge project, with the purpose of intercepting as much stormwater as possible before it turns the corner and heads SE towards these two properties. There is no sanitary sewer or

Mr. Mark Desotell - City of Antigo
 June 16, 2023
 Page 2 of 5

watermain replacements anticipated for this segment. No improvements (besides milling, paving, and spot curb and gutter) are currently anticipated for the 4th Ave/Field St. intersection.

PROJECT LOCATION MAP



Scope of Services

Ayres will provide topographic survey, design, and bidding services as follows:

TOPOGRAPHIC SURVEY SERVICES

Topographic Survey for Project Segment A (4th Ave)

- Create a topographic surface suitable for the replacement of pavement, concrete features, and storm sewer along 4th Ave.
- Setting of at least two horizontal control points and two benchmarks to aid in future construction.
- Diggers Hotline will be used to have underground utilities marked. Ayres is not liable for incomplete or inaccurate utility markings.
- Private utilities are the responsibility of the Owner.
- Map above ground visible utilities and underground utilities (as marked by others) within the limits of the attached. One attempt will be made to locate these utilities, additional field visits will be considered an extra cost.
- Dip necessary utilities for storm sewer design.
- Right-of-way lines will be determined in areas where potential impacts are anticipated.
- Property line will be determined along the westerly line of City owned lands lying adjacent to and west of Spring Brook.
- Easterly end of public portion of 4th Avenue will be determined.

Deliverables: 2d and 3d Civil 3D drawings in version 2018.

Topographic Survey for "Project Segment B" (Field St)

- Create a topographic surface suitable for the milling and overlay of pavement spot curb and gutter improvements, and drainage improvements at north end of Field Street.
- Setting of at least two horizontal control points and two benchmarks to aid in future construction.
- Diggers Hotline will be used to have underground utilities marked. Ayres is not liable for incomplete or inaccurate utility markings.
- Private utilities are the responsibility of the Owner.
- Map above ground visible utilities and underground utilities (as marked by others) within the limits of the attached. One attempt will be made to locate these utilities, additional field visits will be considered an extra cost.

Deliverables: 2d and 3d Civil 3D drawings in version 2018.

DESIGN SERVICES

The project approach will play an important role in the success of this project. Ayres has extensive experience in formulating an efficient, cost-effective approach that will meet the needs of the City. The approach outlined below was developed based on Ayres' considerable experience in street reconstruction projects.

1. **Project Background review:** Review project area maps, become more familiar with project area, review past project plans and desired City design standards, including typical roadway sections and storm sewer needs; intersection configuration; and pavement cross section design.
2. **Coordination with the current WisDOT 4th Ave. bridge replacement project:** Coordination as needed with the current 4th Avenue Bridge replacement project.
3. **Meetings:** The following meetings are anticipated:
 - a) **Preliminary Design Phase**
 - Kickoff design meeting (virtual)
 - One progress meeting (virtual)
 - Preliminary design review meeting (virtual)
 - b) **Final Design Phase**
 - One progress meetings (virtual)
 - Final Design Review meeting (virtual)
 - Public Information Meeting (at City of Antigo)
4. **Utility Coordination:** Provide coordination with existing utilities in the area. It is assumed that there will be no gas or power relocation needed.
5. **Roadway and grading design:** Complete roadway and surface grading design, vertical and horizontal alignment, typical roadway cross sections, slope intercepts, top of curb elevations, sidewalk, and driveway aprons. Street alignment using existing property irons is required. It is anticipated that there will not be any intersection reconstruction required. **"Project Segment A"** will include road reconstruction, curb and gutter replacement, and replacement of sidewalk on the north side. **"Project Segment B"** will include roadway milling and paving and spot curb and gutter improvements. It is anticipated that the current drainage issues near the Field St/4th Ave intersection will be addressed by additional inlets on 4th Ave near the easterly limits of the bridge project. No grading changes are anticipated on Field St.
6. **Storm sewer design:** **"Project Segment A"** will include stormwater flow/runoff calculations, pipe sizing, inlet and manhole locations, flowline elevations, and horizontal alignment. For **"Project Segment B"**, it is anticipated that the drainage issues on Field St. near the 4th Ave intersection will be addressed by additional inlets on 4th Ave near the easterly limits of the bridge project, and connect to storm main that runs to the west along 4th Ave. Storm sewer design is not anticipated for Field Street. It is assumed that stormwater detention will not be required for either project segment.
7. **Drafting of Plan Set:** Complete CADD drafting of design plan set. This will include

Cover Sheet, General Symbols and Abbreviations, General Notes and Project Control and Project Contacts, Existing Utility Locations, Roadway Existing and Proposed Typical Cross Sections, Roadway and Storm Sewer Plan and Profiles, Roadway Cross Sections (every 25 ft), Traffic Control, Pavement Marking, and Construction Details. The City will be given time to review and comment on the design plan set at the preliminary design phase and final design phase.

8. **Permits:** It is anticipated that a WDNR NOI permit be required because the area of disturbance will be over 1 acre. It is also anticipated that this NOI will include the area of the proposed pocket park on the north side of 4th Ave (remainder of the proposed pocket park Scope of Services covered under a separate proposal). In addition, WDNR sanitary and/or watermain permits will not be required because we are not replacing any sanitary sewer or watermain.

BIDDING SERVICES AND ADMINISTRATION

Ayres will prepare bidding specification documents, including current City specifications, detailed bid tabulation, and construction cost estimate. The City will be given time to review preliminary bidding specifications. These documents will not be considered complete until final approval by the City.

Ayres will also provide bidding services, including posting plans and specifications to QuestCDN.com, providing hard copies to the City as requested, answering contractor questions, facilitating addenda, assisting the City in collection of bids, and managing and attending the bid opening.

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Responsibilities of owner are as follows:

1. Review of design plans (at preliminary design phase and final design phase).
2. Review of Bidding Specification Documents

Additional Services

Additional engineering services, which can be provided for agreed-upon fees, may be desired. Such services may include the following:

- 1) Soil borings and soils conditions report
- 2) If a government corner needed to determine the existing right-of-way is not found, was destroyed, or was never set, establishing this corner will be considered an additional service. Similarly, any right-of-way platting, or establishment work can be performed as an additional service.
- 3) Construction Administration, Construction Staking, Construction Observation, and Post Construction Services.
- 4) Civil 3D Surface Model.

Mr. Mark Desotell - City of Antigo
 June 16, 2023
 Page 5 of 5

Time Schedule

Preliminary Design	July 2023
Final Design	October 2023
Bidding	November 2023
Construction	March 2024-June 2024*

**Note: Construction not included in this scope/proposal but noted in schedule as this project will need to be coordinated closely with 4th Ave bridge project construction. It is anticipated that this project would be constructed prior to the bridge project, which is currently scheduled for summer 2024 construction.*

Fee

We will perform the above services for a lump sum amount of \$57,300.

Deliverables

Topographic Survey Civil 3D drawings in both 2D and 3D format (2018 version)	\$ 4,000
Preliminary Design Plans	\$26,000
Final Design Plans and NOI Permit Submittal	\$21,000
Bid Specification and Cost Estimate Docs	\$ 3,300
Bid tab, addenda, attend bid opening	\$ 3,000

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until July 15, 2023 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

Craig R. Schuh, PE
 Manager – Engineering Services, Green Bay

Accepted by Owner:

City of Antigo

Owner's Name

Signature

Name

Title

Date

Attachment: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.



To: Mayor and City Council
From: Kirk Packard, Street Commissioner
Date: June 28, 2023
Re: Discussion Regarding Paving North Sunset Drive from First to Fifth Avenue

North Sunset Drive is a priority street with high traffic. This street is deteriorating rapidly as the curb and gutter is now higher than the street causing problems with water dissipation. It would be appropriate to pulverize and pave this street and complete concrete spot repair.

At the time of this memo, I do not have all the estimates on costs, but I am hopeful to be able to provide this information at the meeting.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 28, 2023
Re: Review of Existing All-Terrain and Utility Vehicles Access to ATV/UTV Routes
(Ordinance Chapter 38, Article V, Division 3) for Potential Revisions to Allow for the
Use of All City Streets as Opposed to Restricted Travel from a Residence to Trail
System along Designated Routes

A copy of the City's existing ATV/UTV ordinance along with maps of the designated travel corridors to outlying trail systems is included for your reference. If possible, a DRAFT of recommended revisions allowing for use of all City Streets will be available the night of the meeting for further discussions.

Prior to any action item being scheduled in front of the Committee or Council a Public Informational meeting will be scheduled.

Please feel free to contact me with any questions.

- CODE OF ORDINANCES
 Chapter 38 - TRAFFIC AND VEHICLES
 ARTICLE V. - ALL-TERRAIN VEHICLES AND OFF-ROAD MOTOR VEHICLES
 DIVISION 3. ALL-TERRAIN VEHICLES AND UTILITY-TERRAIN VEHICLES ACCESS TO ATV/UTV ROUTES

DIVISION 3. ALL-TERRAIN VEHICLES AND UTILITY-TERRAIN VEHICLES ACCESS TO ATV/UTV ROUTES¹

Sec. 38-388. State all-terrain vehicle and utility-terrain vehicle laws adopted.

Except as otherwise specifically provided in this article, the statutory provisions describing and defining regulations with respect to ATV/UTV's in the following enumerated sections of the state statutes, exclusive of any provisions herein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a forfeiture or term of imprisonment are adopted and by reference made a part of this Code, are hereby adopted by reference and incorporated herein as if fully set forth. Acts required to be performed or prohibited by such statutes are required or prohibited by this article. Any future amendments, revisions or modifications of the statutes incorporated herein by reference are intended to be made part of this Code. The list of statutes includes, but is not limited to the following: Wis. Stats. § 23.33.

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-389. Applicability of traffic regulations to ATV/UTV operation.

No person shall operate an ATV/UTV upon any street, highway or alley within the city in violation of the traffic regulation provisions of Wis. Stats. §§ 346.02(10) and (11), 346.04, 346.06, 346.11, 346.14(1), 346.18—346.21, 346.26, 346.27, 346.33, 346.35, 346.37, 346.39, 346.40, 346.44, 346.46—346.48, 346.50(1)(b), 346.51—346.55, 346.87—346.91, 346.92(1) and 346.94(1), and (9).

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-390. Intent.

The intent of this division is to provide a means for persons to travel from a residence and/or lodging establishment within the limits of the City of Antigo for the shortest distance necessary for a person to operate an ATV/UTV to the ATV/UTV route or trail that is closest to that residence or lodging establishment.

- (1) Such travel shall be allowed only when the connecting Langlade County ATV/UTV trails are open and operational.
- (2) Routes may be closed at any time, by order of the chief of police.
- (3) The city shall, from time to time, designate routes within the city limits, maps of which shall be kept on file with the office of the clerk-treasurer/finance director and the Antigo Police Department. That map delineates allowed routes of travel for ATV/UTV's.

(Ord. No. 1306B , § 1, 9-12-2018)

¹State law reference(s)—All-terrain vehicles, Wis. Stats. § 23.33.

Sec. 38-391. Conditions for operation.

- (a) *Speed.* An ATV/UTV operated on a portion of any city street, pursuant to this division, shall observe roadway speed limits.
- (b) *Place of travel.* Shall operate on the far right portion of the highway or shoulder and shall not be in the roadway/traffic lane, and travel with the flow of traffic.
- (c) *Single-file operation.* ATV/UTV's shall be operated in single file and as far to the right portion of the street as possible.
- (d) *Safety.* Headlights and tail lamps shall be on at all times during operations.
- (e) *Traffic and pedestrians.* ATV/UTV operators shall yield the right-of-way to other vehicular traffic and pedestrians.
- (f) *Sidewalk operation prohibited.* No person shall operate an ATV/UTV on any sidewalk or pedestrian way within the city.
- (g) *Street crossings.* No operator of an ATV/UTV shall cross any street, except at its intersection and then only at right angles to the street crossed.
- (h) *Use of trailers or sleds.* No person shall operate an ATV/UTV upon any street within the city with any person, trailer or sled attached or trailing said vehicle, unless it is designed for such activities. Anyone operating such conveyance in an unsafe or reckless manner shall be deemed in violation of this section.
- (i) *Operation in parks.* No person shall drive an ATV/UTV in any park within the city.
- (j) *Permission of property owner required.* No person shall operate an ATV/UTV on any private property not owned or controlled by them within the city without the express consent or permission of the owner.
- (k) *Crossing a bridge.* ATV/UTV's crossing a bridge shall:
 - (1) Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing.
 - (2) Stay as far to the right of the roadway or shoulder as practicable.
 - (3) Stop the vehicle prior to crossing.
 - (4) Yield the right-of-way to other vehicles, pedestrians, and electric personal assistive mobility devices using the roadway or shoulder.
 - (5) Exit the highway as quickly and safely as practicable after crossing the bridge.

ATV/UTV's violating any of the above conditions would be subject to the underlying violation of operating on the roadway.

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-392. Unattended vehicles.

No person shall leave or allow an ATV/UTV owned or operated by them to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-393. Prohibited routes for all-terrain or utility-terrain vehicle travel.

Prohibited routes for all-terrain or utility-terrain vehicle travel as follows:

- Highway 64 (aka: Century Ave.) and Highway 45 (aka: Superior Street, South Superior Street and Neva Road).
- 5th Avenue and CTH F.
- Langlade Road.

(Ord. No. 1306B , § 1, 9-12-2018)

Sec. 38-394. Enforcement and procedure.

- (a) *Uniform citation for highway violations.* The uniform traffic citation promulgated under Wis. Stats. § 345.11, shall be used for violations of this chapter relating to highway use, except as herein provided.
- (b) *Other violations.* All violations of this division not described in subsections (a) and (b) of this section shall be enforced in accordance with Wis. Stats. §§ 66.0111 and 66.0114. Stipulations of guilt or not contest may be made as provided in Wis. Stats. § 66.0114(1)(b), in substantially the form provided in the uniform traffic citation within five days of the date of the citation for such violation. Bail deposits may also be made under Wis. Stats. § 66.0111.
- (c) *Forfeited penalties and deposits.* Except as otherwise provided in Wis. Stats. § 345.26, and the deposit schedule adopted by the state board of circuit court judges thereunder, required penalties and deposits or bail, not including costs or fees for violation of this chapter, shall be as established by the schedule adopted by the common council.

(Ord. No. 1306B , § 1, 9-12-2018)

Secs. 38-395—38-400. Reserved.

- CODE OF ORDINANCES
Chapter 38 - TRAFFIC AND VEHICLES
ARTICLE V. - ALL-TERRAIN VEHICLES AND OFF-ROAD MOTOR VEHICLES
DIVISION 2. ATV ACCESS TO SNOWMOBILE ROUTES

DIVISION 2. ATV ACCESS TO SNOWMOBILE ROUTES

Sec. 38-381. Intent.

The intent of this division is to provide a means for persons to travel from a residence and lodging establishment within the city limits of the City of Antigo, for the shortest distance that is necessary for a person to operate an ATV to the snowmobile route or trail that is closest to that residence or lodging establishment. It shall be that person's responsibility to determine the shortest route. For purposes of this division, the snowmobile routes and trails shall also be considered ATV routes and trails.

(Ord. No. 1144B, § 1, 12-14-2005)

Sec. 38-382. Statutory authority.

This division is adopted as authorized under Wis. Stats. § 23.33(8)(b).

(Ord. No. 1144B, § 2, 12-14-2005)

Sec. 38-383. Designated roadways and/or highways.

A person may operate an ATV on all roadways or shoulders of a highway not designated as a snowmobile route except Highways 45, 52 and 64 and including Fifth Avenue, South Superior Street, Superior Street, Langlade Road and Neva Road.

(Ord. No. 1144B, § 3, 12-14-2005)

Sec. 38-384. Conditions.

The use of the roadways or shoulders of highways or streets under this division shall be subject to the following conditions:

- (1) ATV's shall be operated on the extreme right side of the roadway and travel with the flow of traffic.
- (2) ATV's are to be operated in single file.
- (3) Headlights should be on at all times.
- (4) ATV operators shall yield the right-of-way to other vehicular traffic and pedestrians.
- (5) No operator may be under the age of 16 years.
- (6) Said operation shall only be permitted during the period of time when snowmobile trails have been officially opened to ATV use by Antigo Sno Drifters until they are officially closed, and the operator shall be responsible for determining this.
- (7) ATV's violating any of the above conditions would be subject to the underlying violation of operating on the roadway.

(Ord. No. 1144B, § 4, 12-14-2005)

Sec. 38-385. Speed.

An ATV operated on a portion of the roadway or shoulder of a highway pursuant to this division shall observe roadway speed limits.

(Ord. No. 1144B, § 5, 12-14-2005)

Sec. 38-386. Enforcement.

The City of Antigo Police Department shall be responsible for enforcing this division.

(Ord. No. 1144B, § 6, 12-14-2005)

Sec. 38-387. Penalties.

Wisconsin state all-terrain vehicle penalties as found in Wis. Stats. § 23.33(13) are adopted by reference.

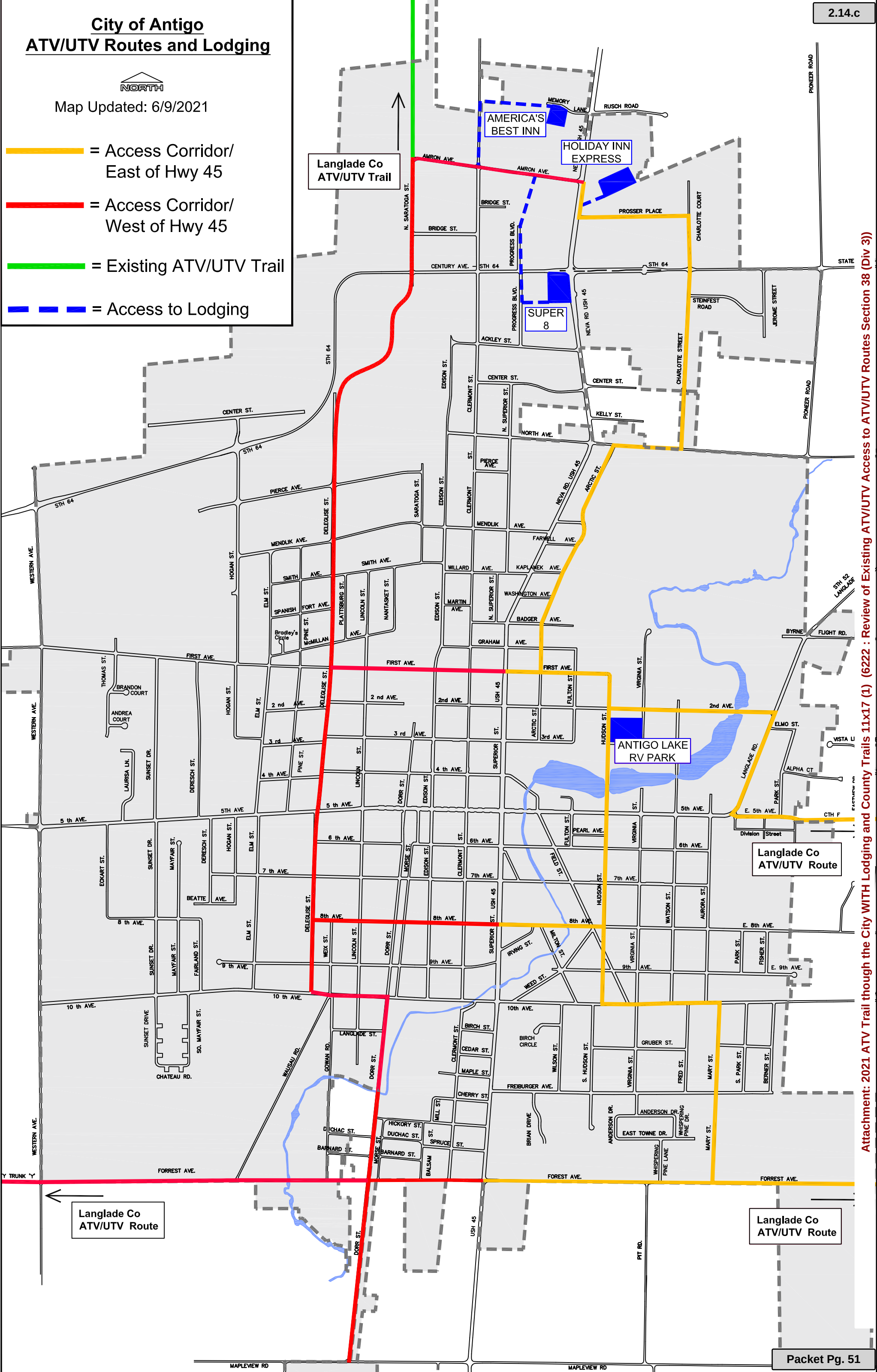
(Ord. No. 1144B, § 7, 12-14-2005)

City of Antigo
ATV/UTV Routes and Lodging



Map Updated: 6/9/2021

- = Access Corridor/
East of Hwy 45
- = Access Corridor/
West of Hwy 45
- = Existing ATV/UTV Trail
- = Access to Lodging





To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: June 28, 2023

Re: Advancement of a Three-Party Design Agreement with WisDOT, Ayres Associates & the City for Design of 10th Avenue (Western Ave. to the East City Limits) under the Bi-Partisan Infrastructure Law (BIL) Surface Transportation Urban (STP-U) Grant Program

The City of Antigo received approval for an 80% Grant/20% Local Match Bipartisan Infrastructure Law Surface Transportation Urban (BIL STP-U) for the pavement reconstruction of 10th Avenue from Western Ave to the east City limits. Subsequent to the grant award, a Notice of Interest (NOI) request was sent to 12 design consultant firms with three being selected to advance in the process by submitting a Statement of Qualifications (SOQ).

Interviews were scheduled and staff recommended Ayres Associates as the City's design consultant and provided WisDOT with a DT1515 Consultant Selection Form. WisDOT &, Ayres are currently finalizing the authorized fee schedule for the design efforts and are memorializing the parameters into a three-party agreement for the City's consideration. While a copy of the agreement was not available at the time of distributing the Public works agenda, we anticipate it to arrive by the night of the Public Works meeting.

Staff will review the document and be in position to recommend its approval during the meeting if so warranted. You will need to authorize staff to endorse the document as it is WisDOT's desire to have an endorsed copy by June 30, 2024 to address their Fiscal Year. A Resolution will be presented at the July Council meeting accordingly.

Please feel free to contact me with any questions.

• ●Kirk Packard

Street Commissioner
1020 W Pierce Avenue
Antigo WI 54409

June 3, 2023

REQUEST FOR HEARING ON NOTICE RE GRASS AT 809 N HOGAN STREET

Dear Kirk Packard or Weed Commissioner;

I received a letter from you dated May 30, 2023, the same day I first mowed the front lawn at 809 N Hogan Street, on June 1.

I didn't mow the lawn earlier in May because I observe "No Mow May," which is a common practice in other parts of Wisconsin. I did use the weed whacker to cut down some of the larger plants the week of May 22 and mowed the front lawn May 30.

It isn't clear from your letter who complained or when, so I don't know if the issue is letting the grass grow more than two inches, which isn't illegal but doesn't conform to what some property owners think is necessary. I have my own opinions about that from an environmental/habitat perspective, but I don't try to impose them on others.

I work full time and do not own a riding mower so am unable to mow my lawn several times a week during the day as some of the neighbors do. Did someone from the city look at my property before issuing this notice? **yes**

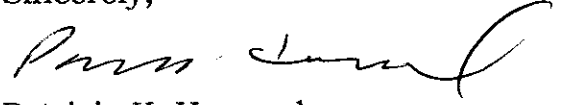
I also have plantings of native plants, bushes and a vegetable garden which are over six inches high, and do not consider anything in the yard a "health and safety hazard." I contacted the city clerk/treasurer June 1 asking for a natural lawn permit application but have not received any response. The city website includes many downloadable permit applications, but not that one.

I am enclosing a check for \$25.00 for the hearing. I expect that the person who complained will be there. I need some advance notice if it is between the hours of 9 a.m. to 5 p.m. because I have court dates, client appointments and meetings for work.

I am mowing the rest of the lawn this weekend. I don't want every plant on the property cut down by someone who may not know what is growing there or thinks all yards should consist of nothing but grass. Nor do I deposit yard waste in the street.

- If there are any questions, call me.

Sincerely,



Patricia K. Hammel

809 N Hogan St

Antigo WI 54409

(608) 279-4136 (cell)

Attachment: P Hammel Request for Hearing Letter (6225 : Hearing Requested by Patricia Hammel, 809 North Hogan Street)

Kaye Matucheski

From: Kirk Packard
Sent: Wednesday, June 21, 2023 9:07 AM
To: Kaye Matucheski
Subject: FW: [External] 809 N Hogan Street grass mowing notification
Attachments: City of Antigo letter re grass mowing.docx

This is the lady that sent the check to me for the long grass that we did not cut.

From: Patricia Hammel <pkhammel@yahoo.com>
Sent: Tuesday, June 20, 2023 10:13 PM
To: Kirk Packard <kpackard@antigo-city.org>
Subject: [External] 809 N Hogan Street grass mowing notification

Dear Kirk Packard;

On June 1 I received a notification from you dated May 30 regarding a complaint someone made about my grass height.

I mailed a request for a hearing on June 3 with a check for the "bond" of \$25.00 made out to the City of Antigo.

This is the procedure described in the Antigo Code of Ordinances, "Health and Sanitation" Chapter Sec. 6-6 (e) and (f).

(e)

Abatement of nuisance. If the weed commissioner shall determine with reasonable certainty that any public nuisance as defined subsection (b) of this section exists, he/she shall immediately cause written notice to be served that the city proposes to have the lot, grass or lawn cut to conform with this section and section 6-5. If further occurrences within one calendar year arise, the property will be turned over to a contractor supplied by the city without further notification, and the owner will be billed accordingly.

(f)

Due process hearing. If the owner believes that his/her grasses or weeds are not a nuisance, he/she may request a hearing before a committee of the common council designated by the mayor. The request for the hearing must be made in writing to the clerk-treasurer's office within the five days set forth in the weed commissioner's notice. Upon application for the hearing, the property owner must deposit a bond as prescribed by section 1-22. If a decision is rendered in the property owner's favor, the bond will be returned to the property owner. If the property owner fails to appear for the hearing or if the decision is rendered against the property owner, the deposit shall be forfeited and applied to the cost of city personnel abating the nuisance, if necessary. When a hearing is requested by the owner of the property, a hearing by the committee shall be held within seven days from the date of the owner's request. The property in question will not be mowed by the city until such time as the hearing is held by the committee. At the hearing, the owner may appear in person or by his/her attorney, may present witnesses in his/her own behalf and may cross examine witnesses presented by the city as well as subpoena witnesses for his/her own case. At the close of the hearing, the committee shall make its determination in writing specifying its findings, facts and conclusions. If the committee determines that a public nuisance did exist, the committee shall order the weed commissioner to mow the property in question unless the property has been mowed by the owner within 48 hours of the committee's decision. If the owner does not abate the nuisance within the described 48 hours, the weed commissioner shall cause the nuisance to be abated and costs in excess of the forfeited fee assessed accordingly.

I did not believe my grass was a "nuisance," in fact I had already mowed the front yard on May 20, which you acknowledged during the phone conversation June 14, and mowed the back lawn on June 3-4, within five days of your notification.

As I explained on the phone June 14, I do not want my lawn mowed by anyone I don't ask to mow it.

According to the city ordinance, I am entitled to a hearing before the City mows it. Even if there was a nuisance, you have a Due process hearing procedure before you can mow it if a hearing is requested.

You stated June 14 that you had never done it this way, but it's your ordinance, not mine.

I asked you for notification before you send someone out to mow; but you didn't seem willing to do that, so this is where we are at. You are required to notify me of the hearing and hold the hearing (last week) before you send anyone here to mow.

If as you mentioned you decide to change the ordinance, I presume I'll be notified and it would not affect my situation retroactively.

Sincerely,

Patricia K. Hammel
809 N Hogan St
Antigo WI 54409
(608) 279-4136 (cell)

Attachment: P Hammel Request for Hearing Letter (6225 : Hearing Requested by Patricia Hammel, 809 North Hogan Street)

Sec. 6-6. - Length of lawn and grasses.

- (a) *Purpose.* This section is adopted due to the unique nature of the problems associated with lawns, grasses and noxious weeds being allowed to grow to excessive length in the city.
- (b) *Public nuisance declared.* The common council finds that lawns, grasses, and noxious weeds on nonagricultural lots or parcels of land, as classified under the zoning code in chapter 14, article II, within the city which exceed six inches in length adversely affect the public health and safety of the public in that they tend to emit pollen and other discomforting bits of plants, constitute a fire hazard and a safety hazard in that debris can be hidden in the grass, interfere with public convenience and adversely affect property values of other land within the city. For that reason, any nonagricultural lawn, grass or weeds on a lot or other parcel of land which exceeds six inches in length is declared to be a public nuisance, except for property located in a designated floodplain area and/or wetland area and where the lawn, grass or weeds is part of natural lawn approved pursuant to section 6-5.
- (c) *Nuisances prohibited.* No person shall permit any public nuisance as defined in subsection (b) of this section to remain on any premises owned or controlled by him/her within the city.
- (d) *Inspection.* The weed commissioner or his/her designee shall inspect or cause to be inspected all premises and places within the city to determine whether any public nuisance as defined in subsection (b) of this section exists.
- (e) *Abatement of nuisance.* If the weed commissioner shall determine with reasonable certainty that any public nuisance as defined subsection (b) of this section exists, he/she shall immediately cause written notice to be served that the city proposes to have the lot, grass or lawn cut to conform with this section and section 6-5. If further occurrences within one calendar year arise, the property will be turned over to a contractor supplied by the city without further notification, and the owner will be billed accordingly.
- (f) *Due process hearing.* If the owner believes that his/her grasses or weeds are not a nuisance, he/she may request a hearing before a committee of the common council designated by the mayor. The request for the hearing must be made in writing to the clerk-treasurer's office within the five days set forth in the weed commissioner's notice. Upon application for the hearing, the property owner must deposit a bond as prescribed by section 1-22. If a decision is rendered in the property owner's favor, the bond will be returned to the property owner. If the property owner fails to appear for the hearing or if the decision is rendered against the property owner, the deposit shall be forfeited and applied to the cost of city personnel abating the nuisance, if necessary. When a hearing is requested by the owner of the property, a hearing by the committee shall be held within seven days from the date of the owner's request. The property in question will not be mowed by the city until such time as the hearing is held by the committee. At the hearing, the owner may appear in person or by his/her attorney, may present witnesses in

his/her own behalf and may cross examine witnesses presented by the city as well as subpoena witnesses for his/her own case. At the close of the hearing, the committee shall make its determination in writing specifying its findings, facts and conclusions. If the committee determines that a public nuisance did exist, the committee shall order the weed commissioner to mow the property in question unless the property has been mowed by the owner within 48 hours of the committee's decision. If the owner does not abate the nuisance within the described 48 hours, the weed commissioner shall cause the nuisance to be abated and costs in excess of the forfeited fee assessed accordingly.

- (g) *City's option to abate nuisance.* When the owner, occupant or person in charge of the property shall fail to cut his/her lawn, grass or weeds as set forth in this section, the city may elect to cut the lawn, grass or weeds as follows:
- (1) The written notice required in subsection (e) of this section shall inform the person that, for his/her failure to abate the nuisance within the prescribed time, the city shall abate the nuisance, and the cost thereof shall be assessed to the property owner as a special charge.
 - (2) The city shall cut or cause to be cut all grass and weeds from the subject's property and shall charge the expenses of so doing at a rate as established in section 1-22. The charges shall be set forth in a statement to the clerk-treasurer who, in turn, shall mail the statement to the owner, occupant or person in charge of the subject premises. If the statement is not paid in full within 30 days thereafter, the clerk-treasurer shall enter the charges in the tax roll as a special tax against the lot or parcel of land, and the charges shall be collected in all respects like other taxes upon real estate or as provided under Wis. Stats. § 66.0627.
- (h) *Other enforcement options.* In addition to or as an alternative to the abatement procedures in subsection (g) of this section, any person in violation of the requirements of this section shall be subject to a forfeiture as provided in section 1-14.
- (i) An owner of a parcel of more than three acres may apply to the city for a variance from this section to allow for agricultural use. All adjoining property owners must be given prior written notice of the variance hearing at least 14 days in advance of the hearing. A committee of the common council appointed by the mayor, which shall be the same committee referred to in subsection (f), shall review and decide upon such variance requests. Any variances granted under this subsection shall be valid for a three-year term only.

(Code 1999, § 8-1-6; Ord. No. 1024B, §§ 1 (pg. 2 of 4), 1 (pg. 3 of 4), 6-14-2000; Ord. No. 1128B, § 1, 4-27-2005)