



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, January 16, 2019

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

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

1. Approval of the Minutes from the December 18, 2018 Meeting
2. Approving Springbrook Financial Suite Upgrade
3. Waive Bidding Requirements for Firehouse Subs Public Safety Foundation Grant Application
4. Approving Firehouse Subs Public Safety Foundation Grant Application
5. Approving Wisconsin Structural Collapse Contract Extension Addendum with Antigo Fire Department
6. Purchase Enclosed Trailer and Equipment to Finish the Trailer in an Amount not to Exceed \$10,000 for the Fire Department
7. Extend 40 Hours of Vacation for Jon Petroskey, Fire Chief, to be Used by February 28, 2019
8. Combine Wards for April 2, 2019, Spring Election to Three Reporting Districts
9. Renew Billboard Lease with Ceemedia, LLC for \$250 Per Month for One Year
10. Amend Resolution #130-05 Authorizing the Equipment Rates to be Based on the State Rates to Allow for an Adjustment to Accommodate the Software Billing Program
11. Resolution for Additional Budget Transfers/Amendments at the February Council Meeting (if necessary)
12. Building Permit Fee Schedule Update
13. Update Fence Ordinance Changing Back Lot Line from Five Feet to Two Feet
14. Update Accessory Structure Ordinance to Add Definitions and Shipping Containers as a Prohibited Accessory Structure

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 Jaime Horswill, 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: January 11, 2019

BILL BRANDT



To: Mayor and City Council
From: Jim Pike, Comm. & Tech. Supervisor
Date: January 16, 2019
Re: Approving Springbrook Financial Suite Upgrade

Our current Springbrook financial suite version has reached its end of life and our Springbrook tech support team has recommended that upgrade to the latest version at a cost of \$6,042.00. To support this new software version, we will have to create a new Windows 2016 server running Microsoft SQL standard. All licensing and technical services will be approximately \$9,000.00; (technical services is approximate because it is uncertain how much support Springbrook will need from our server/network engineers).

The new Springbrook financial suite, all of the appropriate licensing and the technical services are budgeted items in the 2019 CIP Technology Plan and in my operating budget.



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: January 16, 2019
Re: Waive Bidding Requirements for Firehouse Subs Public Safety Foundation Grant Application

The City of Antigo Fire Department is requesting approval for a grant submission to the Firehouse Subs Public Safety Foundation for new rescue helmets (next agenda item). A requirement of the grant is that a single quote of the product and vendor that will be used to purchase the helmets be submitted with the grant application. The vendor cannot be changed after the grant submission.

Because the helmet purchase will slightly exceed the \$6,000 bidding requirement, as stated in our Purchasing Policy, and the application must be submitted before the Grant Committee meets again in March, we are seeking approval to allow submission of two quotes in place of a formal bidding process.

If this is approved, the action to waive the bidding process will need to be forwarded to Council. Feel free to contact me if you have questions.



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: January 16, 2019
Re: Approving Firehouse Subs Public Safety Foundation Grant Application

The City of Antigo Fire Department is requesting to write a grant to the Firehouse Subs Public Safety Foundation for new rescue helmets. Our current rescue helmets are expiring and we are in need of new helmets. There is no match required by the city for this grant and the review committee for the Firehouse Subs meets again in March.

The Firehouse Subs grant requires us to submit a quote which will be the vendor approved to purchase the equipment from if the grant is successful. If the waiving of the bidding process is approved in the previous agenda item, we have requested two quotes for the helmets which are attached. I am recommending All Hands Fire Equipment at a price of \$6,982.64 for the approved quote to submit for the grant.

If this is approved, acceptance of the grant, if received, will need to be forwarded to Council. Feel free to contact me if you have questions.



All Hands Fire Equipment

PO Box 1245
Wall NJ 07719
Tel: (732) 502 8060
Fax: (732) 502 8064
www.allhandsfire.com

Quote

Date	Quote #
1/2/2019	EST20894

Bill To

City of Antigo Fire Department
700 Edison Street
Antigo WI 54409

Ship To

City of Antigo Fire Department
700 Edison Street
Antigo WI 54409

****We will try to match or beat any price****

Expires	Sales Rep	Ship Via
2/1/2019	Gabriel, Rich	UPS Ground Orders ...

Item Name	Item	Qty.	Description	Options	Rate	Amount
TW-82R-RD	Team Wendy Exfil SAR Backcountry Helmet	15	Team Wendy Exfil SAR Backcountry Helmet	Color: Red Option: With Rails	194.39	2,915.85
TW-82R-YL	Team Wendy Exfil SAR Backcountry Helmet	3	Team Wendy Exfil SAR Backcountry Helmet	Color: Yellow Option: With Rails	194.39	583.17
TW-82R-BL	Team Wendy Exfil SAR Backcountry Helmet	10	Team Wendy Exfil SAR Backcountry Helmet	Color: Blue Option: With Rails	194.39	1,943.90
PTT-ITEM	PTT-ITEM	28	Princeton Tec EOS II Intrinsically Safe Headlamp w/Team Wendy Bracket. #EOS-II-MPLS-BK		49.99	1,399.72
					Subtotal	6,842.64
					Shipping Cost (UPS Ground Orders Over \$1000)	140.00
					Total	\$6,982.64

****Please review your Estimate in great detail to ensure all items, qty., spec, etc. are correct. Please inform us asap if there is an error.****



EST20894

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 107712

Quotation

CUSTOMER:

Antigo Fire Department
 700 Edison Street
 Antigo WI 54409

SHIP TO:

Antigo Fire Department
 700 Edison Street
 Antigo WI 54409

QUOTATION NO.

107712

ISSUED DATE

01/02/2019

EXPIRATION DATE

03/03/2019

SALESPERSON

LNCS Pacific North
oaksales@lncurtis.com
 510-839-5111

CUSTOMER SERVICE REP

Randy Pascua
rpascua@lncurtis.com
 510-268-3302

REQUISITION NO.
REQUESTING PARTY

S. Olig

CUSTOMER NO.

C82990

TERMS

Cash In Advance

OFFER CLASS

FR

F.O.B.

FTSP

SHIP VIA

Best Way

REQ. DELIVERY DATE
NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	15	EA	82R-RD TEAM WENDY	RED EXFIL SAR BACKCOUNTRY HELMET, WITH RAILS	\$215.95	\$3,239.25
2	3	EA	82R-YL TEAM WENDY	YELLOW EXFIL SAR BACKCOUNTRY HELMET, WITH RAILS	\$215.95	\$647.85
3	10	EA	82R-BL TEAM WENDY	BLUE EXFIL SAR BACKCOUNTRY HELMET, WITH RAILS	\$215.95	\$2,159.50
4	28	EA	80-EOS-II-MPLS-BK TEAM WENDY	BLACK PRINCETON TEC EOS II MPLS HEADLAMP	\$74.99	\$2,099.72

* ALSO AVAILABLE IN ORANGE

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 03/03/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Attachment: Curtis Tools for Heroes (2538 : Firehouse Subs Public Safety Foundation Grant Application)

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163



Pacific North Division
1800 Peralta Street
Oakland, CA 94607
www.LNCURTIS.com
Quotation No. 107712

Subtotal	\$8,146.32
Tax Total	\$0.00
Transportation	\$100.00
Total	\$8,246.32

Attachment: Curtis Tools for Heroes (2538 : Firehouse Subs Public Safety Foundation Grant Application)



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: January 16, 2019
Re: Approving Wisconsin Structural Collapse Contract Extension Addendum with Antigo Fire Department

The City of Antigo approved a contract with the State of Wisconsin Emergency Management Structural Collapse Team which has expired as of December 31, 2018. I have an extension addendum for the contract to June 30, 2019 so a new contract can be negotiated.

This addendum would extend the previous contract with the same payment structure. I have attached a copy of the Statewide Structural Collapse contract for 2017 & 2018.

Three members of the fire department have been part of the collapse rescue team since 2013 and they have brought back many of the skills. The contract pays the city \$45 per hour while the members are at training which more than covers any overtime that we might incur.



**EXTENDED CONTRACT FOR
STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2018

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF ANTIGO, WISCONSIN

DATE: December 31, 2016

EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE TEAM MEMBERS

1.0 General Contract Information

- 1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Antigo Fire Department, City of Antigo, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.
- 1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving a catastrophic incident, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

- 1.3 **Contract Term:** This Agreement shall continue for 2 years commencing January 1, 2017 through December 31, 2018.

2.0 Definitions

- 2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- | | |
|-----------|--|
| Exhibit A | Standard Terms and Conditions |
| Exhibit B | Certificate of Protection in Lieu of an Insurance Policy (as Applicable to Contractor) |

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Antigo Fire Department, City of Antigo, Wisconsin by which Statewide Structural Collapse Team members will be provided under this Agreement.

Under §323.72(1), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure. Structural collapse may include urban search and rescue.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential incident.

Urban Search and Rescue (US&R) involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. Urban Search and Rescue is considered a "multi-hazard" discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

Urban Search and Rescue Task Force (US&R Task Force) is a team of individuals comprised of firefighters, engineers, medical professionals, canine/handler teams and incident managers with highly specialized training in urban search and rescue.

WI Task Force 1 Urban Search & Rescue (WI-TF1) means the name of the Statewide Structural Collapse Team.

3.0 Statement of Work

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI-TF1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI-TF1 shall establish safety perimeters at or near sites and vessels. WI-TF1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the urban search and rescue services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, urban search and rescue equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide qualified and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of WI-TF1.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain urban search and rescue equipment and vehicles provided by grant funding through the Division for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to an incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local

fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor and Division agree that WI-TF1 or components of the task force may be utilized for any incident for which its members are trained and qualified, including wide area search incidents. It is recognized that the Statewide Structural Collapse team created under § 323.72 Wis. Stats. is organized as an Urban Search and Rescue Task Force and its capabilities are not limited to structural collapse.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Contractor may decline a request for a Statewide Structural Collapse Team emergency response.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic incident. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI-TF1 at the REACT.

4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend urban search and rescue training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The urban search and rescue and refresher training shall be a minimum of eighteen (18) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance. This does not include specialized training which may be made available to team personnel with less advance notice. Required urban search and rescue training will be in accordance with the WI-TF1 Attendance Policy. Any

team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all urban search and rescue and refresher training records on each team member for training received at REACT.

- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an emergency requiring the team's response existed and that one of the following conditions applies:

- (1) The person possessed or controlled a structure that was involved in the structural collapse.
- (2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic incident under this Agreement. Such Team response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.
- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.
- (3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.
- (4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the

Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

- 4.3 **Minimum Contract Payment for Training Costs:** This Agreement shall have a minimum contract payment for training costs based upon \$45 per hour for the minimum of eighteen (18) hours per team member per annum in accordance with the WI-TF1 Attendance Policy. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the minimum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as well as logistical and administrative support as determined and approved in advance by the Division. The minimum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the WI-TF1 response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI-TF1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic incident. Contractor may deploy structural collapse team

members directly to an ongoing catastrophic incident at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.

- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.72(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic incident emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a catastrophic incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of WI-TF1, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division,

its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit B". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit B". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest

with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said

termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement **at will** by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.
- (2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

- 7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.
- 7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

- 7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.
- 7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.
- 7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
 Division of Emergency Management
 DMA Wisconsin
 PO Box 7865
 Madison, WI 53707-7865
 Telephone #: (608) 242-3232
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
 WI Dept. of Military Affairs
 PO Box 8111
 Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.
- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

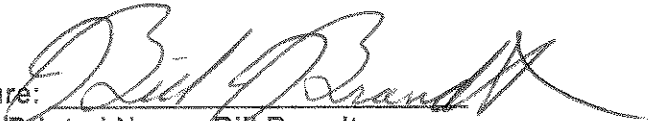
Dated this 21st day of NOVEMBER, 2016

A handwritten signature in dark ink, appearing to read "B. M. Satula", written over a horizontal line.

Brian M. Satula, Division Administrator

On Behalf of the City of Antigo
A Municipal Corporation

Dated this 20th day of December, 2016

Signature: 

Printed Name: Bill Brandt

Title: Mayor

Address: Antigo City Hall, 700 Edison Street

City/State: Antigo, WI Zip: 54409

On Behalf of the City of Antigo

Dated this 20th day of December, 2016

Signature: 

Printed Name: Kaye Matucheski

Title: Clerk-Treasurer

Address: Antigo City Hall, 700 Edison Street

City/State: Antigo, WI Zip: 54409

On Behalf of the City of Antigo

Dated this 20th day of December, 2016

Signature: 

Printed Name: Mark Desotell, P.E.

Title: Director of Administrative Services

Address: Antigo City Hall, 700 Edison Street

City/State: Antigo, WI Zip: 54409

On Behalf of the City of Antigo Fire Department

Dated this 20th day of December, 2016

Signature: 
 Printed Name: Jon Petroskey
 Title: Fire Chief
 Address: 700 Edison Street
 City/State: Antigo, WI Zip: 54409

Approved as to form:

Dated this 20 day of December, 2016

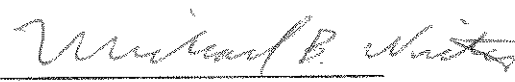
Signature: 
 Printed Name: Michael B. Winter
 Title: City Attorney
 Address: 835 Fifth Avenue
 City/State: Antigo, WI Zip: 54409-7682

EXHIBIT A

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 **PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.
- 12.0 **TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 **GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

- are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ORIGIN: Finance, Personnel and Legislative Committee

December 14, 2016

RESOLUTION NO. 110-16

WHEREAS, the City of Antigo Fire Department has participated in the Statewide Structural Collapse Team since 2013 and have gained many benefits from the program; and,

WHEREAS, the Fire Chief is requesting to continue the contract for 2017 and 2018 with the three employees who have continued their certification in Structural Collapse Rescue; and,

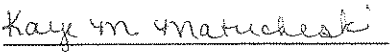
WHEREAS, the Finance, Personnel and Legislative Committee agreed it is beneficial to enter into a contract with the State of Wisconsin and allow the three current employees to continue as Statewide Structural Collapse Team members.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL, City of Antigo, to approve the attached contract with the State of Wisconsin Department of Military Affairs and Division of Emergency Management for the Statewide Structural Collapse Team for the three employees already members of the team.



Mayor

Attest:



Kay M. Matucksek
Clerk – Treasurer

12/14/16 Approved by Council

Attachment: Collapse Rescue Contract (2529 : Wisconsin Structural Collapse Contract Extension Addendum)



STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Brian M. Satula
 Administrator

Scott Walker
 Governor

December 20, 2018

VIA ELECTRONIC

To All WI-TF1 Partners and Sponsoring Municipalities:

With your written agreement and concurrence, the existing Contract for Statewide Structural Collapse Team Members will be duly extended until June 30, 2019. This will allow an opportunity to revise and modify contractual language and address reimbursement concerns.

All terms and conditions of the current contract will continue in full force and effect until June 30, 2019.

Thank you for your support and dedication in providing technical rescue response services to the citizens and state of Wisconsin.

Sincerely,

Brian M. Satula
 Administrator

Cc: Maj Gen Donald P. Dunbar, The Adjutant General

AGREEMENT AND CONCURRENCE:

I, the undersigned, give my agreement and concurrence to extend the Contract for Statewide Structural Collapse Team Members with my municipality until June 30, 2019.

_____	_____
Name	Municipality
_____	_____
Title	Date



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: January 16, 2019
Re: Purchase Enclosed Trailer and Equipment to Finish the Trailer in an Amount not to Exceed \$10,000 for the Fire Department

In the 2019 CIP budget I included \$10,000 to purchase an enclosed trailer to store our self-contained breathing apparatus cascade and re-fill station, trench rescue & collapse rescue equipment and rehab for firefighters. Currently the cascade and re-fill station is located on the Rescue truck but we need to add more rescue equipment and the truck is getting over weight.

We received quotes and the lowest quote is from Sun Ranch Supply LTD in Merrill for \$5,995.00. I am requesting to purchase the trailer from Sun Ranch Supply in Merrill and approval to use the remaining \$4,005 to finish the trailer, LED lighting, mounting the cascade system and re-fill station, shelving and material for containing the trench and collapse rescue equipment.

If you have any question, let me know.

The King Company LLC
 2500 N 14th Ave
 Wausau, WI 54401-1821
 (715)675-3200
 thekingcompany@aol.com
 http://www.thekingcompany.com



QUOTE

QUOTE # 17283
 DATE 01/09/2019

ADDRESS
 ANTIGO FIRE DEPARTMENT
 700 EDISON ST
 ANTIGO, WI 54409
 715.350.7350

SHIP TO
 ANTIGO FIRE
 DEPARTMENT
 700 EDISON ST
 ANTIGO, WI 54409
 715.350.7350

Please detach top portion and return with your payment.

SHIP VIA
 CPU

PO #
 TONY

DESCRIPTION	QTY	RATE	AMOUNT
MTR MTTCH 8.2 X 20 TA3 5200 # BRAKE AXLES RAMP DOOR RV LATCH 6'6" INTERIOR HEIGHT RED	1	7,325.00	7,325.00

TOTAL \$7,325.00

Accepted By

Accepted Date

Attachment: King Company LLC (2550 : Enclosed Trailer for the Fire Department)



Order/Quote # 4746

Dealer: SUNSET RANCH SUPPLY LTD

Order Date: Fri, Jan 4, 2019

N191 BRANDENBURG AVENUE,
MERRILL, WI 54452
Phone: (715) 536-0007
Email: sunset@sunsetranchsupply.com

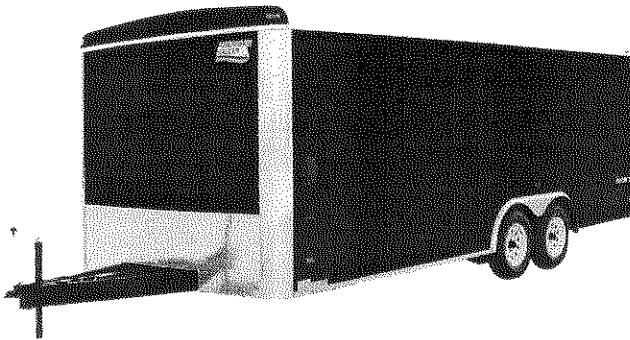
Quote Name: Antigo #2
Last Updated: Wed, Jan 9, 2019

Model Base

ALC8520TA3, Spring Axles, Beavertail
Tandem Trailer

Color

Single / Front Color: Black

**Steel Air-Lite****Base Standards**

Spring Axles
Heavy Duty Ramp Door
Beavertail
Painted Frame
Aluminum Fender
Double Sealed Doors
Door Hold Backs
.024 Black, White, Red or Pewter Aluminum
(2) 12v Dome Light w/ Switch
(2) Scoop Vents
(4) 5K D-Rings
36" Door
ATP Stone Guard
3/4" Floor
Lauan Walls
LED Clearance Lights & Tail Lights
Radial Tires
1-Year Limited Warranty

Model Options**Build Summary**

Base Price	\$5,535
Options Total	\$0
Surcharge	\$0
Subtotal	\$5,535
Freight	\$475.00
Tax	\$0.00
Miscellaneous	\$0.00
Discount	\$15.00
Total	\$5,995.00

Attachment: Sunset Ranch Supply (2550 : Enclosed Trailer for the Fire Department)



Order/Quote # 4746

Base Features

Standard Rear Configuration	Beavertail
Barn Door Width Opening	7' 7"
Barn Door Height	5' 11"
Ramp Door Width	7' 7"
Ramp Door Height	6'
Ramp Door Height w/Beavertail	6' 3"
Interior Length	20' 5"
Interior Width	8'
Interior Height	6' 8"
Overall Length	23' 10"
Overall Width	8' 6"
Overall Height	8' 6"
Side Door	36" Side Door
Side Door Width	3'
Side Door Height	6'
Hitch Weight	361
Hitch Height	19
Ball Size	2 5/16"
Platform Height	18.00
Brakes	Electric
Tires	ST225/75R15/D
Wheels	15X6 JJ
Floor (Material Type)	3/4"
Axle Type	Spring Axles
Frame	6" Beam
Gross Axle Weight Rating	9990
Curb Weight	3607
Payload Capacity	6383
Roof Center	16"
Wall Center	16"
Floor Center	16"

All dimensions are providing general proximity.

All dimensions are approximate.

Attachment: Sunset Ranch Supply (2550 : Enclosed Trailer for the Fire Department)



GET MORE | GO FURTHER

Page 1 of 2

Andigo Fire

Salesperson: Andy VanDerGeest

Quote #: 1546629849

VANDERGEEST GOLD MEDAL CATTLE
CORP.

Quote Title:

W 4650 PRAIRIE CREST LANE

Quote Date: 1/4/2019

MERRILL, WI 54452

Modified Date: 1/4/2019

Fax: 715-536-1303

Quote For:

Phone: 715-536-1202

Phone:

Email:

Email:

FOB: MERRILL, WI

Qty	UOM	Description	MSRP
1	EA	TRANSPORT-ACG - Model# TS8520T3	\$7,753.00
1	EA	Transport	\$0.00
1	EA	Steel Frame	\$0.00
1	EA	Round Front	\$0.00
1	EA	Tag	\$0.00
1	EA	20ft Long	\$0.00
1	EA	Round Roof	\$0.00
1	EA	8-1/2ft Wide	\$0.00
1	EA	Dust-Resistant Frame Design	\$0.00
1	EA	2-5/16in 10,000lb Coupler	\$0.00
20	FT	Z Crossmembers 16in On Center	\$0.00
20	FT	2in x 6in Tube Main Rails	\$0.00
1	EA	48in Beavertail	\$0.00
20	FT	Hat Section Roof Bows 16in On Center	\$0.00
1	PR	5/16"Safety Chains w/ 5/16"Clevis Hook, Latch	\$0.00
20	FT	6'6" Approximate Inside Height	\$0.00
20	FT	78-3/4in Tube Posts	\$0.00
20	FT	Vertical Posts 16in On Center	\$0.00
1	EA	Sand Pad	\$0.00
1	EA	2,000lb Top Wind Tongue Jack	\$0.00
1	EA	Standard A-Frame Tongue	\$0.00
1	EA	Center Drawbar	\$0.00
1	EA	ArmorTech on A-Frame and Rear End Rail	\$0.00
1	EA	Breakaway Kit	\$0.00
2	EA	5.2K Spring Ele Brake Axle, 4in Drop,6b,EZ Lube	\$0.00
1	EA	Tandem Axle	\$0.00
4	EA	ST225/75R15D Radial 6B Silver Mod Steel Wheel	\$0.00
1	EA	94in Wide Rear Opening	\$0.00
1	EA	Medium Duty Rear Ramp Door-Deluxe Trim	\$0.00
1	EA	16in PlexCore Ramp Extension	\$0.00

*Note: Make to Order items with costing older than 90 days will be rejected.

Attachment: Vandergeest Gold Medal (2550 : Enclosed Trailer for the Fire Department)

Haulmark

GET MORE | GO FURTHER

Qty	UOM	Description	MSRP
1	EA	36 x 72 Side PT Door - RH Hinge - Recessed Step	\$0.00
20	FT	3/4in PlexCore Decking	\$0.00
20	FT	3/8in PlexCore Sidewall Liner	\$0.00
4	EA	5,000lb Square D-Ring with Welded Plate	\$0.00
2	EA	12 Volt LED Dome Light (Requires 12v Wall Switch)	\$0.00
1	EA	License Plate Holder w/ Separate Light	\$0.00
7	EA	LED Mini Red Lens Clearance Lights	\$0.00
4	EA	LED Mini Amber Lens Clearance Lights	\$0.00
1	PR	LED Slim Line Red Lens Tail Lights	\$0.00
1	EA	12v Surface-Mount Switch	\$0.00
1	EA	1-Piece Aluminum Roof	\$0.00
20	FT	Polar White .030 Aluminum Exterior	\$0.00
20	FT	Bonded Exterior Sidewalls	\$0.00
1	PR	Smooth Aluminum Fenderettes	\$0.00
1	EA	24in ATP Stoneguard	\$0.00
1	PR	Sidewall Flow-Thru Vents	\$0.00
Subtotal			\$7,753.00
Total			\$7,753.00

Pickup Location:

TRANSPORT-ACG - Model# TS8520T3
Quote good for 30 Days

your Sale \$ 6425⁰⁰
Freight \$ 600⁰⁰

7125 shipped

Welcome To Rehab at Plant
Bristol Indiana + Sale \$600

*Note: Make to Order items with costing older than 90 days will be rejected.



ANTIGO POLICE DEPARTMENT

ERIC ROLLER
CHIEF OF POLICE & DIRECTOR OF PUBLIC SAFETY
EROLLER@ANTIGO-CITY.ORG

January 4, 2019

Finance, Personnel & Legislation

Dear Committee Members;

I am requesting that one week of vacation for Chief Petroskey be carried past his anniversary date of January 31, 2019.

Chief Petroskey has been covering many of the transfers and shifts due to the continued shortage the department has experienced and also has put in a great deal of extra time into the new agreement that was concluded with Troutland Rescue. These factors prevented him from using his accrued vacation.

I am requesting a motion to accept the extension of Petroskey's one week of vacation. Chief Petroskey has agreed to use this extended vacation by the end of February 2019.

Sincerely;

Eric J. Roller
Director of Public Safety

Attachment: petroskey vacation extension (2534 : Vacation Extension)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 16, 2019
Re: Combine Wards for April 2, 2019, Spring Election to Three Reporting Districts

The ballot for the April Spring Election is only going to have a race for the Supreme Court Justice candidates as there are two running for one position. The rest of the items on the ballot for Appeals Court Judge, School Board, and City Offices have only the number of candidates that will be elected appearing on the ballot. There could be registered write ins but that will not be known until right up to the week before the election.

I expect that there will be a small voter turnout for this election due to the lack of contested races. However, I do not want to get caught with not having enough workers. What I am proposing is to combine the nine wards into three wards for three reporting districts. Wards 1-3 will be one district, Wards 4-6 will be one district, and Wards 7-9 will be another district. This will cut the number of election workers needed to one-third which will be a cost savings. There will also be a cost savings as the machines will not have to be programmed or ballots printed for nine separate wards.

State Statutes allows for the Council to combine wards for an election and the deadline to do so is March 3, 2019. I am requesting approval to do this and if approved a resolution will be forwarded to Council.

This is the only scheduled election for 2019. The wards would return to the original nine for voting purposes for any future elections.

Should you have any questions, please feel free to contact me at 715-623-3633, extension 102.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 16, 2019
Re: Renew Billboard Lease with Ceemedia, LLC for \$250 Per Month for One Year

Last year the Common Council approved renting space on a billboard south of the City to promote the downtown area to travelers. This was done on a one-year trial basis. The contract is renewing on March 1, 2019. After checking with Mayor Brandt and Sarah Repp, Parks, Recreation and Cemetery Director, they are in favor of renewing the billboard as the company will continue with the price of \$250 per month. The funds for this are derived from the Economic Development portion of the Hotel/Motel Room Tax funds.

If the Committee would like to continue this agreement, a resolution will need to be forwarded to Council.

If you have any questions on the billboard, please contact Mayor Brandt or Ms. Repp for information.

OUTDOOR ADVERTISING CONTRACT – Revised 4/12/18

Client:	City of Antigo Park, Recreation and Cemetery Department	Customer Number	Antigo-1	Contract Number	262
Address:	700 Edison Street Antigo, WI 54409		Type of Contract: New Renewal		
Telephone:	715-623-3633, Ext. 131	Contact(s) Name:	Sarah Repp		
Motel			Billing Contact Name:	Sarah Repp	
Fax:			E-mail:	srepp@antigo-city.org	
Advertiser:	City of Antigo Park, Recreation and Cemetery Department	Date:	January 7, 2019		
Special Billing ID:					
Sales Manager:	Mike Butler				

City of Antigo
Park, Recreation and Cemetery
Department hereby contracts with CEE Media, LLC for the

installation and maintenance ("Service") of the outdoor advertising display below on the terms
and conditions set forth in this Contract. This contract shall commence on **3/01/2019**

Sign Location and Direction	Sign Number	Sign Size	Illumination	Rental (Monthly)
Antigo Northbound Lower Roadside	20428	12' x 24'	Yes No	\$250/month
Period of Contract:	1 year			
Art Work to be Furnished by:	Artwork to be provided by customer			
Completion Reports/Photos to be sent to:	City of Antigo Park, Recreation and Cemetery Department			

Standard Terms and Conditions: The terms of the Service are set forth in this Contract and in the attached industry standard "OUTDOOR ADVERTISING CONTRACT STANDARD TERMS & CONDITIONS," in which Client is referred to as "Advertiser/Agency" and CEEMEDIA, LLC is referred to as "Outdoor."

Design, Printing and Installation Fees:
CEE MEDIA, LLC to Install @ \$100.00

Monthly Payments: \$250/month

Initials: _____

The first month's payment shall be based on the commencement date hereof. CEEMEDIA, LLC will invoice the client monthly. Payment is due upon receipt of invoice received. If payment is not received by the end of billing month, interest and/or late fees may accrue on the unpaid balance. If payment is not received within 30 days of the due date, CEEMEDIA, LLC reserves the right to remove Client's/Advertiser's copy from the outdoor advertising display - Client/Advertiser remain jointly liable for the aggregate amount above, subject to deduction as may be required under local law in the event that CEEMEDIA, LLC is able to secure a new contract with a third party before the expiration of the initial term of this contract.

Payment Options:

- Full year's payment in advance (in which case a 5% discount shall apply).
- Automatic debit monthly from client's checking account.
- Personal or business check.

ALL CHECKS ARE TO BE SENT TO:

CEEMEDIA, LLC
P. O. Box 323
Brownsville, WI 53006-0323

SPECIAL TERMS AND CONDITIONS

Material cost included in installation fee.

Electric service to be provided by CEEMEDIA, LLC

THIS CONTRACT SIGNED AND ENTERED THIS _____ DAY OF _____, 20____

CLIENT: (Print Name: _____)

(Authorized Signature)

(Date)

(Authorized Signature)
Signatory must be an officer, director, owner or
authorized media buyer

(Date)

OUTDOOR ADVERTISING CONTRACT STANDARD TERMS & CONDITIONS

1. In the event any of the display locations become lost during the term hereof, or it is impossible to secure any specified location, or should any display become obstructed, destroyed, or defaced, in whole or in part, because of any act or thing beyond CEEMEDIA's control, or should CEEMEDIA desire to move or change any location, any resulting loss of advertising space shall be deemed a breach or termination of this Agreement. Lost locations shall be replaced with locations of equal value, and acceptable to the "Advertiser/Agency", in accordance with CEEMEDIA's prices and classifications. Any resulting loss of advertising service shall be restored by extending the term of this Agreement to provide an equivalent amount of advertising service. Anything contained herein to the contrary notwithstanding, CEEMEDIA shall also have the option to terminate this Agreement upon the loss of any location resulting from any act or cause beyond CEEMEDIA's control, including any change in law, ordinance, rule or regulation. In the event of Termination of contract, any unearned prepaid monies will be refunded to Advertiser/Agency.
2. Upon the expiration of this contract, CEEMEDIA and client have the option to renew this contract on a month-to-month basis. It is CEEMEDIA's policy to give current Advertisers a first right to renew their advertising contract up to sixty days prior to the expiration of the contract on all contracts with a term of at least 12 months in duration. During the last sixty days of the contract term, CEEMEDIA may contract with others. Advertising contracts that are month-to-month require a 30 day cancellation notice.
3. CEEMEDIA reserves the right to reject any copy, pictorial or otherwise, which it deems unacceptable, for any reason. CEEMEDIA agrees that all designs for displays will be faithfully reproduced and that the displays will be maintained in good condition. The contract will remain in full force and effect pending any additional work desired by "Advertiser/Agency" in addition to that provided for herein and shall be paid in accordance with CEEMEDIA's current quoted prices.
4. "Advertiser/Agency", jointly and severally, agree to indemnify and hold harmless CEEMEDIA from and against any and all loss, liability, claims, demands, costs and expenses, including attorneys' fees, arising out of any copy displayed pursuant to this contract. "Advertiser/Agency" agrees to provide CEEMEDIA with a copy of its Certificate of Insurance reflecting "Advertiser's/Agency's" general liability coverage including personal/advertising injury coverage for the content of the advertising materials to be posted.
5. Illuminated displays shall be illuminated from dusk to midnight. In the event illumination is delayed, halted or reduced for any reason whatsoever, once notified in writing of such event CEEMEDIA shall have five business days to remedy such event. If not remedied five business days after receiving notice, CEEMEDIA will render a credit for the period of non-illumination or reduced illumination at the rate of 15% of the contract price prorated for the period of non-illumination. A credit for reduced illumination will be prorated on the basis of the credit for non-illumination. Extended hours of illumination will be charged as follows: rate for a 14' x 48' board is \$25 per month extended hour and a rate for a 10'6" x 36' board is \$20 per month per hour. These fees are identified in the "Special Terms and Conditions" section and will be in addition to the stated monthly rental rate.
6. Neither party shall not be responsible for delays or loss of SERVICE by reason of strikes, lockouts, acts of God, governmental actions, or any other acts or things beyond its control.
7. If this Agreement is executed by an Agency, Agency warrants and represents that it is authorized to execute the same on behalf of the Advertiser named on the face hereof and the Agency and Advertiser are jointly and severally liable for the payment of all amounts due hereunder.
8. If this Agreement is executed by an Agency, Agency agrees to forfeit any commission it may be due from CEEMEDIA, if the billing for SERVICE is not paid within sixty (60) days from the date of such billing.
9. "Advertiser/Agency" shall inspect the display within 3 days after installation. Unless with such period, "Advertiser/Agency" gives written notice to CEEMEDIA specifying any defect the display shall be conclusively presumed to have been inspected and approved for all purposes whatsoever by "Advertiser/Agency".
10. Upon satisfactory completion of this agreement, the display and any add-ons, including but not limited to vinyls, are the sole property of "Advertiser/Agency". Such displays will be held for 10 days by CEEMEDIA and then destroyed unless a prior agreement has been arranged for storage. Storage fees may apply.
11. No delay in or omission to exercise any right, power or remedy accruing to CEEMEDIA on any breach or default by "Advertiser/Agency", shall impair such right, power or remedy or be construed to be a waiver of any such breach or default or acquiescence therein. A waiver of a single breach or default shall not be deemed a waiver of any other breach or default. No waiver shall be effective unless set forth in writing.
12. In the event that CEEMEDIA shall incur any costs or fees, including reasonable attorneys' fees, in enforcing its right hereunder, "Advertiser/Agency" shall pay the same upon demand.

13. This agreement sets forth the entire understanding of the parties and may not be amended or modified, except in writing signed by all parties. This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors or assigns of the parties hereto.

14. The acceptance of any order and terms of payment are subject to the approval of the credit department of CEEMEDIA. The terms and conditions of the CEEMEDIA credit application will be deemed to be a part of all contracts of sale unless such terms are expressly waived in writing by CEEMEDIA.

Initials: _____

Attachment: Ceemedia 3-1-19 Contract (2548 : Renew Billboard Lease with Ceemedia, LLC)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 16, 2019
Re: Amend Resolution #130-05 Authorizing the Equipment Rates to be Based on the State Rates to Allow for an Adjustment to Accommodate the Software Billing Program

Resolution #130-05 was adopted in November of 2005 authorizing the Street Commissioner to amend the equipment use rates annually based on the rates being utilized by the State of Wisconsin. This allows the changes to be made without having to return to the Public Works Committee every year.

The State rates are based on an hour of use and the City bills at a quarter of an hour use so the hourly rate is divided by four. With the current computer software, the City paid to have the program customized to allow for four decimal points to pick up this quarter of an hour use. With the upcoming software upgrade (pending approval), we are trying to move away from all custom programming to save on the cost of the upgrade and future maintenance costs. In order to do this with the rates, some of the State hourly charges will have to be decreased by 2 cents per hour.

In order to accomplish this I am requesting an amendment to the resolution authorizing the Street Commissioner to amend the rates annually based on the rates imposed by the State of Wisconsin and adjusted for rounding to bill at two decimal places rather than four.

If this is approved, a resolution will need to be forwarded to Council for approval. If you have any questions, please feel free to contact me at 715-623-3633, extension 102.

Thank you for your consideration.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 16, 2019
Re: Resolution for Additional Budget Transfers/Amendments at the February Council Meeting (if necessary)

Departments have until the February Council check run to request expenditures to be applied to the Fiscal Year 2018 budget as long as the expense qualifies for 2018. Because of this, there may be some additional budget transfers and/or amendments that will need to be made before the auditors come for final audit work in mid-February. In the past, this Committee has allowed me to have a New Business Item on the February Council Agenda for any last minute budget items that may be needed.

I am again requesting approval to have a resolution on the February Council Agenda for any budget transfers/amendments that may be needed (if necessary).

Should you have any questions or concerns, please feel free to contact me at 715-623-3633, extension 102. Thank you.

**Inspections and
Zoning Department**

Memo

To: Finance, Personnel and Legislative Committee
From: Roger J. Musolff Building Inspector / Zoning Administrator
Date: January 8, 2019
Re: Amend fee schedule

Sec. 1-22. - Fee schedule.

The last time fee schedule for construction permits was amended was in 2006

- Flat fee for roofs, water heaters, furnace replacement, etc.
- New construction and remodel based on sq.ft.
- Increase flat and minimum fee from \$30 to \$35

Sec. 14-746. - Accessory uses or structures.

- Add definitions for accessory structure and shipping containers
- Add shipping containers, truck body, semi-trailers to prohibited accessory structures in residential districts.
- Renumber

Sec. 14-748. - Fences.

- Change back lot line setback from 5 feet to 2 feet

Attachment: Sec. 1-22 Memo-F,P&L (2541 : Building permit fee schedule update)

Sec. 1-22. - Fee schedule.**2.12.b**

Excluding utility rates and charges, the following fees shall be applicable under this Code:

Section	Fee Type		Fee
2-776(a)	Insufficient funds checks, per check		\$ 35.00
2-929(f)	Copying of public records:		
		8½-inch by 11-inch or 8½-inch by 14-inch paper, per page, plus tax	0.25
		11-inch by 17-inch paper, per page, plus tax	0.50
		18-inch by 24-inch paper, per page, plus tax	1.00
		24-inch by 36-inch paper, per page, plus tax	2.00
		Electronic copying, per disk	10.00
6-5(c)(1)	Natural lawn management plan permit nonrefundable filing fee		50.00
6-6(f)	Bond for appeal of lawn length abatement order		25.00
6-6(g)	Cutting of lawns/grasses:		
		The following charges are to be in addition to the actual city costs incurred:	
		Administrative fee	75.00
		Plus labor (minimum of ½ hour labor) would be assessed following each lawn mowing	
14-74(i)	Zoning permit fee		Included with other fees

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

14-77 (1) 14-108 (a)(3)	Rezoning application		200.00	2.12.b
14-77 (2)	Conditional use permit application		100.00	
14-77 (3) 14-136 (a)	Applications for special exceptions, variances and appeals to chapter 14 , article II		75.00	
14-77 (5)	Zoning and certificate of compliance permit applications		Included with other fees	
14-749 (c)	Pools—In- or above-ground, spas			
		Every \$1,000.00 of cost of the project	5.00	
		Minimum fee	50.00	
14-818 (c)	Sign permits:		50.00	
		Every \$1,000.00 of cost of the project	8.00	
		Minimum fee	50.00	
14-1203	Subdivision fees:			
		Preliminary plat submittal fee:		
		Residential (per lot)	75.00	
		Commercial (per bldg)	100.00	
		Additional fee per 1,000 sq. feet	3.00	
		Final plat submittal fee	300.00	

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		Certified survey plats	50.00	2.12.b
14-1340 , 14-1450		Building, plumbing, electrical and heating and ventilation codes:		
		Residential building permits:		
		New dwelling, one- and two-family:		
		Plan review, per square foot of living area and attached garage	0.05 0.10	
		Inspection fee, per square foot of living area and attached garage	0.15	
		State Seal	35.00 40.00	
		Remodeling one-, two- and multi-family:		
		Additions, or alterations per square foot	0.25 0.12	
		Every \$1,000.00 of cost of project	10.00	
		Minimum fee	30.00 35.00	
		New Multi-family:		
		Inspection fee, per square foot	0.15	
		Plan review (if required), per square foot	0.10	

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		Roofing, siding and trim	35.00
		Every \$1,000.00 of cost of project	7.00
		Minimum fee	30.00 35.00
		Accessory structures:	
		Decks and fences, every \$1,000 of cost Garages, decks, playhouses, sheds, etc., per sq.ft.	7.00 0.12
		One-car garage, per sq. foot, < 150 sq. ft.	0.20
		Two-car garage, per sq. foot, 150 to 600 sq. ft.	0.10
		Three or more car garage, per sq. foot, > 600 sq. ft.	0.10
		Occupancy permit fee (per unit) Minimum fee	40.00 35.00
		Commercial and Industrial:	
		New buildings or remodeling:	
		Plan review (if required), per square foot of area	0.15
		Inspection fee, per square foot of area	0.10
		Minimum fee	30.00 35.00
		Remodeling:	

2.12.b

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		Every \$1,000.00 of cost of project up to \$50,000.00	7.00
		For every additional \$1,000.00 of project cost	2.00
		Minimum	30.00
		Roofing, siding and trim:	35.00
		Every \$1,000.00 of cost of project	7.00
		Minimum fee	30.00
		Occupancy permit fee (per unit)	100.00
		Industrial:	
		Building permit, per square foot	0.12
		Plan review (if required), per square foot	0.10
		Remodeling:	
		Every \$1,000.00 of cost of project up to \$50,000.00	7.00
		For every additional \$1,000.00 of project cost	2.00
		Agricultural buildings:	
		New buildings or remodeling: inspection fee per square foot of area	0.08 0.10
		Remodeling:	
		Every \$1,000.00 of cost of project, up to \$50,000.00	7.00

2.12.b

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

			For every additional \$1,000.00	2.00	2.12.b
			Minimum fee	30.00 35.00	
			Minimum permit fee for any project	30.00	
			Satellite dish, over 18 inches in diameter only	30.00	
			Plumbing permit fees. Fees are based upon number of fixtures installed in new projects. Itemized amount per fixture is listed as follows: Plumbing:		
			Silleocks	3.00	
			New buildings or remodeling: inspection fee per square foot of area	0.08	
			Automatic washer	5.00	
			All other alterations where square footage cannot be determined (drain & water line alterations, single fixture installation, etc.)	35.00	
			Sink, including floor and mop sinks	5.00	
			Dishwasher	5.00	
			Grease trap	5.00	
			Garbage disposal	5.00	
			Water closet	5.00	
			Shower	5.00	
			Lavatory	5.00	

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		Laundry tub	5.00
		Urinal	5.00
		Bathtub	5.00
		Water fountain	5.00
		Floor drain	5.00
		Water heater	5.00
		Water heater replacement	35.00
		Wash fountain	5.00
		Storm sewer conductor	5.00
		Sump pump	5.00
		Catchbasin	5.00
		Site drain	5.00
		Floor sink	5.00
		Grinder pump	8.00
		Water softener	8.00
		Water conditioner installation or replacement	35.00
		Water purification unit	8.00
		Grease interceptor	15.00

2.12.b

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		Inside sewer	15.00
		Well	15.00
		Pump	15.00
		Manhole	15.00
		RP valve	15.00
		Cross Connection Control assembly installation or replacement	35.00
		High pressure boiler	40.00
		Lateral connections: Water and sewer	50.00
		Failure to call for an inspection	50.00
		Reinspection	40.00
		Any other fixtures not listed above	10.00
		Minimum permit fee	30.00 35.00
		Fee for all work over \$250.00, for every \$1,000.00 of project cost	10.00
		Heating, ventilating and air conditioning:	
		New buildings and remodeling:	
		Commercial and industrial heating and air conditioning, per square foot	0.05 0.08

2.12.b

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		Residential heating and air conditioning, per square foot	0.05 0.08	2.12.b
		Replacement and minor modifications of existing heating and cooling equipment and miscellaneous items:	35.00	
		Gas, oil, wood or coal furnace replacement	30.00 35.00	
		Plus for every 50,000 Btu over 150,000 Btu	5.00	
		Miscellaneous fuel boiler replacement	40.00 35.00	
		Plus for every 50,000 Btu over 150,000 Btu	5.00	
		Air conditioner: New installation or replacement	35.00	
		Up to 3 tons	30.00	
		Above 3 tons, per ton	5.00	
		Electric baseboard, wall units and cabinet units, per kw	2.00	
		Duct alteration	30.00	
		Minimum inspection fees:	35.00	
		Residential	30.00	
		Commercial	40.00	
		Starting work before permits are issued is double permit fee		

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

	Electrical:		2.12.b
		Residential permit fees for new construction or remodeling , per square foot	0.07 0.08
		Commercial buildings:	
		1—10,000 square feet, per square foot	0.08
		10,000 to 50,000 square feet, per square foot	0.05
		Over 50,000 square feet, per square foot	0.03
		Electrical service installation permit fees not included in base costs above:	
		Residential, per 100 amps	15.00
		Commercial, per 100 amps	10.00
		Temporary services	30.00
		Remodeling permit fees—changes in existing wiring: All other alterations where square footage cannot be determined	35.00
		Per project fee of \$1,000.00	25.00
		Minimum	30.00 35.00
14-1373(a)(7)		Permit for outdoor solid fuel heating devices	100.00
14-1414		Master electrician's license:	

		Initial fee	50.00	2.12.b
		Annual renewal	30.00	
14-1526		Demolition permit for razing building	50.00	
14-1566		Building moving permit	50.00	
14-1607(f)(2)		Application fee for major land disturbing permit	100.00	
14-1607(f)(3)		Application fee for minor land disturbing permit (not required as a separate fee if included as part of the building permit)	20.00	
14-1608(a)		Land disturbing activity variances and appeals:		
		Filing fee for an appeal or a variance request made by the applicant or permittee	50.00	
		Filing fee for the costs of appeal by petition of the residents	50.00	
18-35(a)		Dog licenses:		
		Spayed female or neutered dogs, annually	6.00	
		Unspayed female or unneutered dogs, annually	16.00	
18-35(b)		Kennel license	70.00	
		Plus for each dog over 12	6.00	
18-36		Dog license late fee	5.00	
18-54(b)		Vietnamese potbellied pig license, per calendar year or fraction thereof	10.00	
18-86		Licenses to sell, deal or traffic in intoxicating liquors and fermented		

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

	malt beverages:		
		Retail "class A" intoxicating liquor license, annually or fraction thereof	200.00
		Retail "class B" intoxicating liquor license, annually or fraction thereof	275.00
		Class "A" fermented malt beverage license, annually or fraction thereof	135.00
		Class "B" fermented malt beverage license, annually	100.00
		Reserve "class B" intoxicating liquor license:	
		Initial license	10,000.00
		Annually after the initial license	275.00
		"Class B" license for full-service restaurants and hotels:	
		Initial license	10,000.00
		Annually after the initial license	200.00
		Temporary class "B" fermented malt beverage (picnic), per event	10.00
		Temporary "class B" wine, per event	10.00
		Wholesaler's license, annually	25.00
		"Class C" wine license, annually	50.00
18-100(d)		Permit for beer gardens and outdoor sports activities, per application	20.00

18-134	Operator's license to sell alcohol beverages in class "A," class "B" or "class C" premises:		2.12.b
		Issuance for two years or part thereof for an original license	25.00
		Two-year renewals	20.00
		Reissuance of duplicate license	5.00
		Provisional operator's license, per application	5.00
		Temporary license	5.00
18-169		Dancehall license	20.00
18-197		License to sell, exchange, barter, dispose of or give away or keep for sale tobacco, cigarette papers or cigarette wrappers, annually	25.00
18-256		Monthly parking permit fee for nonexempt, occupied mobile home	See section 18-256(a)
18-288(a)		Fireworks permit	100.00
18-325		Street use permit, per event	25.00
18-425		Processions, parades, runs, walks, marathons, bicycle races and other special events, per event	25.00
18-487		Taxicab license:	
		Minimum, for two or fewer vehicles	25.00
		Plus, for each additional cab	7.50
18-518		Amusement device license:	
		Annually, per device	10.00

		Minimum fee	25.00
		Transfer fee	10.00
18-546		Roller skating rink license, annually	25.00
22-190(15)		Snow/ice removal. These charges are to be in addition to the actual city costs incurred:	
		Administrative fee	75.00
		Plus labor (minimum of ½ hour labor) would be assessed following each snow removal or application of salt/sand mix	
26-8(b)		City campground:	
		Campsite use, per night	20.00
		Campground dump station, per usage	20.00
30-100		Open burning permit, per permit	15.00
30-143		False alarm administrative charges, per 12-month period for each location connected	
		Response by police department:	
		First two false alarms for a location	No charge
		Third and fourth false alarm, per location	25.00
		Fifth through eighth false alarm, per location	50.00
		Ninth and subsequent false alarm, per location	100.00
		All false alarms responded to by fire department firefighting personnel and apparatus, in addition to a police response:	

2.12.b

Attachment: FEE CHANGES 2018 (2541 : Building permit fee schedule update)

		First two false alarms	No charge	2.12.b
		Third and fourth false alarms	25.00	
		Fifth through eighth false alarms	50.00	
		Ninth and subsequent false alarms	100.00	
34-42(a)		Right-of-way work permit:		
		Per 30 days, plus actual city expenses	35.00	
		Application and review fee for making street opening prior to receipt of permit, plus actual city expenses	200.00	
34-45(c)		Street privilege permit, per application, plus actual city costs	15.00	
34-76(c)		Driveway/culvert permit, per application	35.00	
		Application and review fee for installing driveway prior to receipt of permit, plus actual city expenses	100.00	
34-116(b)		Tree removal permit	See section 34-116	
38-268(b)(3)		Parking permit for residents of the downtown area in which there is a municipal parking lot:		
		Monthly	30.00	
		Seasonal rate	130.00	
38-307		Bicycle registration:		
		For as long as owned	3.00	
		Replacement of lost registration	1.00	

42-63 (c)	Utility bills: fee for processing checks with insufficient funds, per returned check	10.00	2.12.b
42-132 (e)	Private well operation permits, 5 years	25.00	
42-163	Appeals by sewer user, permit applicant or permit holder affected by any decision, action or determination, including cease and desist orders, made by the approving authority interpreting or implementing chapter 42 , article III, or in any permit issued under chapter 42 , article III	100.00	

**Inspections and
Zoning Department**

Memo

To: Finance, Personnel and Legislative Committee
From: Roger J. Musolff Building Inspector / Zoning Administrator
Date: January 8, 2019
Re: Amend fee schedule

Sec. 1-22. - Fee schedule.

The last time fee schedule for construction permits was amended was in 2006

- Flat fee for roofs, water heaters, furnace replacement, etc.
- New construction and remodel based on sq.ft.
- Increase flat and minimum fee from \$30 to \$35

Sec. 14-746. - Accessory uses or structures.

- Add definitions for accessory structure and shipping containers
- Add shipping containers, truck body, semi-trailers to prohibited accessory structures in residential districts.
- Renumber

Sec. 14-748. - Fences.

- Change back lot line setback from 5 feet to 2 feet

Attachment: Sec. 1-22 Memo-F,P&L (2542 : Update fence ordinance)

• **Sec. 14-748. - Fences.**

- (a) *Definition.* For the purposes of this section, the term, "fence" is defined as an enclosed barrier consisting of vegetation, wood, stone, or metal intended to prevent ingress or egress. For purposes of this section, the term "fence" shall include plantings, such as hedges and shrubbery. No fence shall be constructed of unsightly or dangerous materials which would constitute a nuisance.
- (b) *Categorizations of fences:*
- (1) *Boundary fence.* A fence constructed along a property boundary denoting a separation between properties.
 - (2) *Protective fence.* A fence constructed to enclose a hazard to the public health, safety and welfare.
 - (3) *Architectural or aesthetic fence.* A fence constructed to enhance the appearance of the structure or landscape.
 - (4) *Picket fence.* A fence having a pointed post, stake, pale or peg, laced vertically with the point, or sharp part pointing upward to form part of the fence.
 - (5) *Hedge.* A hedge is a row of bushes or small trees planted close together which may form a barrier, enclosure or boundary.
 - (6) *Decorative fence.* A fence not exceeding a height of 36 inches from ground level, made of material other than wire, metal, chain or poured concrete, and constructed in a substantially open pattern such as a weave or board-and-space pattern and not a solid pattern such as a block, concrete, or privacy pattern.
 - (7) *Retaining wall.* A solid barrier of any material constructed to hold back a mass of earth. A retaining wall shall be considered a fence for purposes of this section.
 - (8) *Security fence.* Security fences shall not exceed eight feet in height and shall be of an open type similar to woven wire or wrought iron.
 - (9) *Snow fences.*
- (c) *Heights of fences, walls and hedges.* The height of fences, walls and hedges shall be in accordance with the following:
- (1) Except as provided in [section 14-41](#), a fence, wall, hedge or shrubbery may be erected, placed, maintained or grown along a lot line on residentially zoned property or adjacent thereto not exceeding six feet above ground level, except that no such fence, wall, hedge or shrubbery which is located in a required front or corner side yard shall exceed a height of three feet. Where such lot line is adjacent to nonresidentially zoned property, there shall be an eight-foot limit on the height of a fence, wall, hedge or shrubbery along such lot line. Where the fence line follows a grade which is rolling, the bottom of the fence must follow the slopes as nearly as possible. The height of the fence must include the low points along the fence line and still meet the height requirements listed in this section above.
 - (2) No fence, wall, hedge or shrubbery shall be erected, placed, maintained or grown along a lot line on any nonresidentially zoned property, to a height exceeding eight feet.

- (3) In any residential district no fence, wall, hedge, or shrubbery shall be erected, constructed, maintained or grown to a height exceeding three feet above the nearest street grade within 25 feet of the intersection of any street lines or street lines projected.
- (4) All fence structures or hedges listed in this section shall be set back eight feet from an alley right-of-way line.
- (5) No fence in any front yard or corner side yard may exceed three feet in height unless said fence causes no visual obstruction, and then in that case, it can be up to four feet in height.

(d) *Placement of fences on property.*

- (1) Residential fences shall be built along the lot line and must be set back two feet from side yard lines and ~~five~~ **two** feet from back yard line.
- (2) In front and corner side yards, fences may be placed on lot lines provided they comply with subsections (c)(1) and (3) and (5).
- (3) All parts of the fence shall be built upon the owner's property.

(e) *Dangerous fences.* No fence shall be constructed which has sharp edges or points, or which conducts electricity, or is designed to electrically shock, or which uses barbed wire. However, barbed wire may be used in industrially zoned areas if the devices securing the barbed wire to the fence are eight feet above the ground and project toward the fenced property and away from any public area.

(f) *Fencing materials regulated.*

- (1) Fences in front yards shall be limited to decorative or architecturally aesthetic types of fences and shall not contain chicken wire, snow fence, slab wood, barbed wire or woven wire or any other unattractive materials.
- (2) Supporting post and members may be placed on either side of the fence depending on the style of fence, or supporting members may be enclosed within the structure.
- (3) PVC materials or resin materials may be used for fencing anywhere on the parcel in any side, front or rear yard.
- (4) Vegetative growth is acceptable for use in creating fences as long as the height requirements in subsections (c)(1), (3) and (5) are met.

(g) *Maintenance/repair.*

- (1) All fences shall be maintained and kept safe and in a state of good repair.
- (2) The fence owner shall properly trim weeds and grasses around the fence.
- (3) Any fence existing on the effective date of the ordinance from which this section is derived and not in conformance with this section may be maintained, but any alteration, modification or improvement of such fence shall comply with this section.
- (4) Any person building a fence on the property of another person shall move said fence to its correct location within 30 days after discovery of the encroachment.

(h) *Temporary fences.*

- (1) Fences erected for the protection of plantings or to warn of a construction hazard or for similar purposes shall clearly be visible or marked with colored streamers or other such warning devices at four-foot intervals.
- (2) Such fences shall comply with the setback requirements set forth in this section.
- (3) Temporary fences shall not remain in place for more than 45 days.
- (4) Permits are not required for temporary fences.

(i) *Fence permit.*

- (1) No person shall erect a fence in the City of Antigo unless a permit is obtained by the owner or his/her agent from the city inspector for any fence greater than 20 feet in length.
- (2) The applicant shall submit design specifications and a plot plan showing the lot with setbacks indicating placement of the fence with dimensions clearly shown on the plan.
- (3) Permit fees specified in [section 1-22](#) shall be paid upon submission of the application for the permit.

(j) *Property boundary determinations.*

- (1) The property owner shall be responsible for determining where the property lines are located.
- (2) If a certified survey of the property exists, iron pipes should be present at all corners of the property and these pipes mark the boundary lines.
- (3) If the boundary lines are not clear or unknown, the owner is responsible for having a survey done to verify where the lines are located.
- (4) All parts of the fence shall be erected on the owner's property.

(k) *Snow fences.*

- (1) Utility snow fences may be used only during the winter months and shall be removed at the end of each winter season.
- (2) Snow fences may be of the wood and wire type or plastic woven type.
- (3) Snow fences must follow setback requirements and also heights for vision clearances.

(Code 1999, § 13-1-202; Ord. No. 1243B, § 1, 8-8-2012)

**Inspections and
Zoning Department**

Memo

To: Finance, Personnel and Legislative Committee
From: Roger J. Musolff Building Inspector / Zoning Administrator
Date: January 8, 2019
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- Flat fee for roofs, water heaters, furnace replacement, etc.
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Sec. 14-746. - Accessory uses or structures.

- Add definitions for accessory structure and shipping containers
- Add shipping containers, truck body, semi-trailers to prohibited accessory structures in residential districts.
- Renumber

Sec. 14-748. - Fences.

- Change back lot line setback from 5 feet to 2 feet

• **Sec. 14-746. - Accessory uses or structures.**

(a) *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:

(1) *Accessory structure.* means a subordinate structure located on the same parcel as the principle structure, the use of which is clearly incidental to and associated with the principal structure.

(a) Examples of accessory structures are barns, garages, carports, playhouses, sheds, private greenhouses, gazebos, storage buildings, boathouses and wind-generating devices.

(2) *Shipping container.* means any factory-built container or part thereof designed or used for freight or storage and includes, but is not limited to, Conex boxes and sea-land containers. Such containers are typically originally designed for transport.

~~(b)~~ (b) *Building permit required.* No owner shall, within the city, build, construct, use or place any type of an accessory building, including prefabricated accessory buildings, until a permit shall have first been obtained from the city inspector. Application for an accessory building permit shall be made in writing to the city inspector. With such application there shall be submitted a fee pursuant to the city building code set forth in article VI of this chapter and a complete set of plans and specifications, including a plot plan or drawing accurately showing the location of the proposed accessory building with respect to adjoining alleys, lot lines and buildings. If such application meets all requirements of this section, the application shall be approved.

~~(c)~~ (c) *Presence of principal use.* An accessory use or structure in any zoning district shall not be established prior to the principal use or structure being present or under construction. Any accessory use or structure shall conform to the applicable regulations of the district to which it is located, except as specifically otherwise provided.

~~(d)~~ (d) *Placement restrictions in residential district.* An accessory use or structure in a residential district may be established subject to the following:

(1) *Accessory building number limits.* In any residential district, in addition to the principal building, a detached garage or attached garage and one additional accessory building and one fixed children's play structure may be placed on a lot, except as provided in subsection (c)(2) of this section.

(2) *Limitation on number of detached garages and accessory buildings.*

a. Residentially zoned parcels with a single garage attached to the dwelling are permitted to have an additional one- or two-car detached garage on the parcel. If a detached garage is erected, no other detached accessory buildings may be constructed or maintained on the parcel.

b. Residentially zoned parcels with more than a one-stall garage attached to the dwelling are permitted to have an additional one-stall garage on the parcel. If a detached garage is erected, no other detached accessory building may be constructed or maintained on the parcel.

c. Garages attached to dwellings shall be three stalls or less. Dwellings with an attached three-stall garage are not permitted to have an additional detached garage on the parcel.

(3) *Attached accessory buildings.* All accessory buildings which are attached to the principal building shall comply with the yard requirements of the principal building.

(4) *Detached accessory buildings; lot area coverage.*

- a. No detached accessory building shall occupy any portion of the required front yard.
- b. No accessory building or structure constructed on a lot with an existing principal structure (single-family detached dwellings, rectories, parsonages and parish houses) shall be of greater height than the principal structure. If, under this article, the accessory building or structure is built before the principal structure, the same height restriction shall apply. This height rule shall not apply to lots where the principal structures are used for agricultural purposes.
- c. No detached accessory building shall occupy more than 33 percent of the area of a required yard or exceed 1,000 square feet in size, whichever is more restrictive.
- d. No detached accessory building shall be located within five feet of any other accessory building. Setbacks shall be as prescribed by district regulations.
- e. The dimensions of any swimming pool, fixed children's play structure, detached garage, tennis court and other detached accessory buildings/structures shall be included in the determination of available lot area coverage for accessory structures.
- f. An accessory building shall not be nearer than ten feet to the principal structure unless the applicable building code regulations in regard to one-hour, fire-resistive construction are complied with. In no event can the accessory uses or structures be forward of the front line of the principal structure. Accessory structures shall not be closer than two feet to any lot.

(5) *Pole structures.* In residential zoning districts R-1 through R-4, these structures will be allowed provided they meet all department of commerce snow loading and wind loading specifications as provided through engineering data from the supplier of the building. Proposed structures without engineering data will not be allowed unless structural analysis is provided. Agricultural pole structures in the R-1 district are not subject to these requirements since they are exempt from the building code.

(6) *Location on reversed corner lots.*

- a. On a reversed corner lot in a residence district and within 15 feet of any adjacent property to the rear in a residence district, no accessory building or portion thereof located in a required rear yard shall be closer to the side lot line abutting the street than a distance equal to two-thirds the least depth which would be required under this article for the front yard on such adjacent property to the rear. Further, in this instance, no such accessory building shall be located within five feet of any part of a rear lot line which coincides with the side lot line or portion thereof of property in any residence district.
- b. No accessory building shall be erected in or encroach upon the required side yard of a corner lot which is adjacent to the street, nor upon the required side yard of a reversed corner lot which is adjacent to the street.

~~(d)~~ (e) Use restrictions in:

(1) *Residential district.* Accessory uses or structures in residential districts shall not involve the conduct of any business, trade or industry except for home occupations and shall not be occupied as a dwelling unit. Accessory buildings shall not be used for residential purposes. Under no circumstances may a tent, shipping container, truck body, semi-trailer or similar structures be used as a dwelling or an accessory structure.

(2) *Business and Industrial districts.* Shipping container, truck body, semi-trailer or similar devices used as an accessory structure or storage facility shall be approved as a conditional use.

~~(e)~~ (f) *Placement restrictions in nonresidential districts.* An accessory use or structure in a business or ~~manufacturing~~ Industrial district may be established in the rear yard or side yard and shall not be nearer than five feet to any side or rear lot line.

~~(f)~~ (g) *Reversed corner lots.* When an accessory structure is located on the rear of a reversed corner lot, it shall not be located beyond the front yard required on the adjacent interior lot to the rear, nor nearer than three feet to the side line of the adjacent structure.

~~(g)~~ (h) *Landscaping uses.* Accessory structures and vegetation used for landscaping and decorating may be placed in any required yard area. Permitted structures and vegetation include flagpoles, ornamental light standards, lawn furniture, sundials, bird baths, trees, shrubs and flowers and gardens.

~~(h)~~ (i) *Temporary uses.* Temporary accessory uses, such as real estate sale field offices or shelters for materials and equipment being used in the construction of the permanent structure, may be permitted by the zoning administrator.

~~(i)~~ (j) *Garages in embankments in front yards.* Where the mean natural grade of a front yard is more than eight feet above the curb level, a private garage may be erected within the front yard, provided as follows:

(1) Such private garage shall be located not less than five feet from the front lot line;

(2) The floor level of such private garage shall be not more than one foot above the curb level; and

(3) At least one-half the height of such private garage shall be below the mean grade of the front yard.

~~(j)~~ (k) *Outdoor lighting.* Outdoor lighting installations shall not be permitted closer than two feet to an abutting property line and, where not specifically otherwise regulated, shall not exceed 15 feet in height. The lighting shall be adequately shielded or hooded so that no excessive glare or illumination is cast upon the adjoining properties, and the lighting shall not register more than one-half footcandle at the property line.

~~(k)~~ (l) *Lawn accessories.* Paved terraces and purely decorative garden accessories, such as pools, fountains, statuary, sundials, flagpoles, etc., shall be permitted in setback areas, but not closer than two feet to an abutting property line other than a street line.

~~(l)~~ (m) *Retaining walls.* Retaining walls may be permitted anywhere on the lot; provided, however, that no individual wall shall exceed six feet in height, and a terrace of at least three feet in width shall be provided between any series of such walls.

- ~~(m)~~ (n) *Children's play structures.* For purposes of this section, children's play structures, including play houses, tree houses or fixed elevated play structures and climbing gyms, shall be considered accessory structures and shall comply with the requirements of this section, whether such play structures are placed on a foundation or not. Swing sets, slides and sandboxes are not considered children's play structures for purposes of this section. A building permit is not required for the construction of a play structure. Play structures shall not be used for storage or be constructed out of materials that would constitute a nuisance.
- ~~(n)~~ (o) *Terrace area restrictions.* In addition to the definitions and restrictions contained in chapter 34, articles I and II, no person shall place any accessory structure or use, including landscaping ornaments, stones and basketball backboards/hoops, in the terrace area.

(Code 1999, § 13-1-200; Ord. No. 1211B, § 1, 4-14-2010)