



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, April 20, 2022

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 March 16, 2022 Meeting
2. Request from the Antigo Lions Club Regarding the Extension of Noise Ordinances (June 2nd to the 5th) in Conjunction with the Amsoil Championship Off-Road Races
3. Approval to Waive the Special Event Fee for All Sauced Up LLC
4. Declaration of Official Intent to Reimburse Expenditures for the Safe Drinking Water Loan Program for Water System Improvements including Water Tower Replacement. SCADA Upgrades and Clear-Well Rehabilitation at the City's Water Treatment Plant
5. Identifying an Authorized City Representative for Water System Improvements including the Water Tower Replacement, SCADA Upgrades and Clear Well Rehabilitation Efforts at the City's Water Treatment Plant
6. Purchase an Additional Voting Machine from Command Central at a Cost of \$7,350 with Funds to be Derived from the Capital Equipment/Improvement Undesignated Fund Balance
7. Battery Operated Extrication Rescue Tools
8. Wisconsin Urban Search and Rescue Agreement
9. Recommended Pay Grade and Step for the Police & Fire Chiefs as a result of the Reorganization of the Public Safety Department
10. Recruitment Academy Recommendation for Dillon West as a New Police Officer Hire to replace an Existing Vacancy

Any Other Matters Authorized by Law to be Considered

Adjournment

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

DATE MAILED: April 14, 2022

BILL BRANDT



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 20, 2022
Re: Request from the Antigo Lions Club Regarding the Extension of Noise Ordinances (June 2nd to the 5th) in Conjunction with the Amsoil Championship Off-Road Races

The Antigo Lions Club is requesting your concurrence to extend the following:

☐ ☐ **Chapter 22, Article II, Section 22-37 (b) (2) - Loud and Unnecessary Noise**

o Allowing for music/entertainment as part of the Thursday, June 2nd Downtown parade of racers event and for any potential evening entertainment as part of the Off-Road race event. The request seeks the extension of the available time frame from 10:00 p.m. until 11:00 p.m. on Thursday, June 2nd through Saturday June 4th, 2022

☐ ☐ **Chapter 18, Article III, Division 1 under Section 18-100 (f)(7)**

o Allowing the noise level of a sport activity to exceed the 75dB level beyond the border of the event property. It is the Antigo Lions Club intention to have race teams arriving in Antigo starting on Wednesday, June 1, 2022 for the Championship Off-Road Races. Races on Saturday, June 4th and Sunday, June 5th are scheduled to take place from 11:00 a.m. until 9:00 p.m. each day. The Lion's Club is respectfully requesting for the authority to schedule races creating noise levels in excess of 75 dB for Saturday & Sunday and during any practice sessions leading into the event itself in order to assure a successful outcome. Due to the nature of the event along with any delays caused by track conditions or crashes this request is being sought until 11:00 p.m. on race days.



To: Mayor and City Council
From: Sarah Doucette, Assistant
Date: April 20, 2022
Re: Approval to Waive the Special Event Fee for All Sauced Up LLC

Terry Leffel, owner of All Sauced Up LLC, is hosting a Food Truck fundraising event on May 11, 2022 at the Heinzen Pavilion for different community organizations.

They are requesting the fee to be waived for the Special Event Permit.

Waiver Request Application Form

Event, Parade, Insurance, Shelter or Street Use

Recurring Annual Events

Any group holding a recurring annual event is required to have their waiver requests submitted 60 days in advance of the event.

Please Note: Submission requests not meeting the above requirement will not be considered for waiver of fees or insurance.

New Events

Any groups requesting waivers, for first time events should request waivers 2 months in advance of the requested date to ensure review by the appropriate committees.

1. Name of group/organization/individual) requesting wavier(s):

ALL SAUCED UP LLC

2. The following waivers are being requested and submitted for consideration (Please check all that apply):

- ☒ **Shelter / Concession Reservation Fee** (\$40.00 / \$50.00 Resident or \$60.00 / \$75.00 Non-Resident) – Please include completed Shelter Reservation Form with Waiver Application if you plan on reserving a City Shelter, Pavilion, or Park.
- ☒ **Special Event/Parade Fee** (\$25.00) – Please include completed permit with Waiver Application if you plan on hosting an event on City Property or you plan on inviting the public to your event.
- ☐ **Street Use** (\$25.00) – Please include completed permit with Waiver Application if you plan on closing or restricting access to any streets.
- ☐ **Insurance** – If you are not requesting an insurance waiver please include insurance with application
- o Insurance documentation must be on file with the City of Antigo prior to the event date
 - o The City of Antigo must be listed as additional insured
 - o \$1,000,000 general liability coverage is required
 - o The above insurance information may be found within Article XI. Special Event/Parade Ordinance Sec. 18-433. Insurance Required.

**Please note an approved waiver for insurance by the City of Antigo does not cover your event/group/organization or individuals under the City of Antigo's insurance policy.*

3. Name of Event: _____

4. Description of Event (please attach an additional sheet if necessary): Fund Raiser

5. How event is benefitting the community (are funds being reinvested into the community...etc):

Giving all Donations back to community

6. City of Antigo services requested to assist with the event or preparation for the event (additional trash receptacles, barricades, picnic tables...etc; please note these services cannot be guaranteed) :

Additional trash receptacles,
picnic tables

Signature of applicant (I agree the above information is accurate and correct to the best of my knowledge):

Tony M. Lofke

Date: 4-4-22

For Office Use Only:

FPL: Submitted _____ PCR Submitted: _____ Council Submitted: _____
FPL: Approved _____ PCR Approved: _____ Council Approved: _____



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 20, 2022
Re: Declaration of Official Intent to Reimburse Expenditures for the Safe Drinking Water Loan Program for Water System Improvements including Water Tower Replacement. SCADA Upgrades and Clear-Well Rehabilitation at the City's Water Treatment Plant

A Resolution declaring the City's official intent to reimburse expenditures through the Safe Drinking Water Loan Program is required as follows in this DRAFT form:

WHEREAS, the City of Antigo, Wisconsin hereinafter referred to as (the "Municipality") owns and operates a water supply and distribution system hereinafter referred to as (the "System") as a public utility, and

WHEREAS, the Municipality plans to construct Water System Improvements (the "Project"); and

WHEREAS, the Municipality expects to finance the Project on a long-term basis through the issue of tax-exempt bonds (hereinafter referred to as the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to March of 2023, the Municipality must provide interim financing to cover the cost of the Project, which costs will be incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antigo that:

Section 1. Expenditure of Funds. The Municipality will make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$2,000,000.

Section 3. Unavailability of Long-Term Funds. No funds or payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Declaration of Official Intent is a public record, which shall be maintained in the files of the Municipality and is available for public inspection pursuant to subchapter II of Chapter 19 of the Wisconsin Statutes, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This resolution shall be effective upon its adoption and approval.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 20, 2022
Re: Identifying an Authorized City Representative for Water System Improvements including the Water Tower Replacement, SCADA Upgrades and Clear Well Rehabilitation Efforts at the City's Water Treatment Plant

The City is required to designate an authorized representative for the anticipated water system improvements including the water tower removal/replacement, SCADA system upgrades and clear-well rehabilitation located at the City's water treatment plant.

I am requesting that I be acknowledged as the official representative for the City for coordination with the Wisconsin DNR, EPA and any other departments necessary in order to advance the project based upon the following DRAFT Resolution language:

WHEREAS, the City of Antigo, Langlade County, Wisconsin (the "Municipality") plans to undertake Water System Improvements (the "Project"); and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to designate one person as representative for the Project;

NOW, THEREFORE, BE IT RESOLVED that the City of Antigo Council hereby acknowledges and appoints the Director of Administrative Services as the authorized representative for the City of Antigo anticipated Water System Improvements project and related activities as follows:

- 1) Authorized representative to the Wisconsin Department of Natural Resources including all technical and financial matters for the Water System Improvements project.***
- 2) Authorized representative to the Environmental Protection Agency.***
- 3) Authorized representative to any and all departments, agencies of corporations involved, currently or in the future, with the City of Antigo Water System Improvements project.***



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: April 20, 2022
Re: Purchase an Additional Voting Machine from Command Central at a Cost of \$7,350 with Funds to be Derived from the Capital Equipment/Improvement Undesignated Fund Balance

The City of Antigo used new voting machines for the April election. Langlade County purchased a machine for every municipality in the County. The City was able to receive two machines due to the number of voters that we have.

Previously we had three machines and split the programming up into three wards for each machine. With only two machines, both were programmed with all nine wards and ballots could be put in either machine.

What we found was that it took at least one hour longer with only two machines as opposed to three to finish the end of night paperwork. The machines had to print all nine wards on the tapes and all election workers had to sign all of the tapes.

After speaking with a few of my Chief Inspectors, I would like to go back to having three machines split up in to the separate wards. I spoke with Command Central (vendor) and the cost is \$7,350 for the machine and then \$638 annual cost for programming and maintenance. This is not something that can be bid as we have to have the same machines for programming and ballots.

Because this is not a budgeted item, I am requesting the funds to come from the undesignated Capital Equipment/Improvement Fund Balance so that it can be in place by the Fall election. If this is approved, a resolution will need to be forwarded to Council.

Should you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: April 20, 2022
Re: Battery Operated Extrication Rescue Tools

In the CIP budget I have requested money to update our aging extrication tools. We purchased three battery-operated tools in 2019 to see if they do as well as the older hydraulic tools and they have worked very well.

Our older tools are hydraulic which has limited reach and always connected to a noisy hydraulic pump. The new extrication tools are battery operated which makes them much more portable and quieter at a car crash along with no hoses to trip over or tangle.

I requested bids for the battery operated extrication tools to match the tools we purchased in 2019 and received two bids, one from Reliant Fire Apparatus Inc. for \$36,925 that meets the bid spec and a bid from Pomasl Fire Equipment for \$34,995 that does NOT meet bid spec. The bid request was for a cutter, spreader and ram to match the tools and batteries from the 2019 bid. This will allow us to move the hydraulic extrication system from Engine 1 to Tower 1 giving us more storage on Engine 1.

I have included a spreadsheet showing the differences between all the bid tools and the capacities of each. I am recommending the extraction tools from Reliant Fire Apparatus, which meets the bid spec at \$36,925. The new tools and the tools from 2019 uses the Milwaukee tools M28 Volt battery technology, which means we can purchase the batteries locally and will integrate with the rest of our Milwaukee battery tools.

These funds will come from the Fire Truck Equipment CIP.

Feel free to contact me if you have questions.

Date of Opening: 4/4/22

Present at Opening:

Jon Petrosky
Tom Baumknecht
James Smith

James D. Smith
Thomas Banknote
James Smith

[illegible]

Rescue Tools				
Bidder	Reliant Fire	Pomasl Fire	Pomasl Fire	
	Genesis	Amkus	Amkus	
Warranty	Limited Lifetime	Limited Lifetime	Limited Lifetime	
Battery	Milwaukee 28V	DeWalt 60V	DeWalt 60V	
		Does NOT meet Spec	Does NOT meet Spec	
		Cutters		
Model	All 9	IC550	IC 750	
	\$	13,862.00	\$ 10,485.00	\$ 11,795.00
Cut opening	10.4	5.8	7	
Weight (lbs.)	58	45.2	57.3	
Cut Rattling (9 best)	A9/B9/C9/D9/E9/F5	A6/B5/C6/D7/E7	A8/B9/C7/D9/E9/F4	
		Does NOT meet Spec	Does NOT meet Spec	
		Spreaders		
Model	S54-SL3	IS240	IS320	
	\$	12,415.00	\$ 11,920.00	\$ 13,000.00
Weight (lbs.)	46	48.4	57	
Spreading Force	15,300	13,620	15,100	
Pulling Force	11,700	10,350	11,500	
		Does NOT meet Spec	Does NOT meet Spec	
		Ram		
Model	22/54 Telescopic	ITR230	ITR230	
	\$	10,648.00	\$ 10,200.00	\$ 10,200.00
Max Length	54.6"	49.6"	49.6"	
Weight (lbs.)	44.3 w/ battery	36.8 w/o battery	36.8 w/o battery	
Stroke Stage 1	16.9"	6.3"	6.3"	
Stroke Stage 2	14.6"	4.9"	4.9"	
Total Cost	\$ 36,925.00	\$ 32,605.00	\$ 34,995.00	
		Does NOT meet Spec	Does NOT meet Spec	



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: April 20, 2022
Re: Wisconsin Urban Search and Rescue Agreement

I have attached a copy of the State of Wisconsin Urban Search and Rescue (US&R) Emergency Response Services agreement for 2022 - 2024, which has been modified from the old Wisconsin Collapse Rescue Team agreement. These changes were completed over the last couple of years through legislation, which provides coverage for duty disabilities premiums if used, worker's compensation coverage when deployed or at training, timely reimbursement on deployments, and advisory committee through the State of Wisconsin Fire Chiefs Association.

Three members of the City of Antigo fire department have been part of the US&R (collapse rescue team) since 2013 and they have brought back many of the skills they have learned. The contract pays the city \$55 per hour while the members are at training which more than covers any overtime that we might incur.

I would like the revenues from this agreement to be put back into the fire budget to offset the expenses.

Mike Winter has reviewed the contract with no problems.



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

April 1, 2022, through June 30, 2024

Between

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

And

City of Antigo

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Antigo, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.
 - 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks,

wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.

- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which 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. US&R is considered an all-hazards 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.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.

- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
- 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
 - 3.2.2 Are employees in good standing.
 - 3.2.3 Are not probationary employees.
 - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
 - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
 - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.
- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will

not supply equipment or vehicles for such responses.

3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.

3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.

3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.

4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.

4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.

9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred

to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.

9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.

10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.

10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the

Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.
- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

- 19.1 **Disclosure of Independence and Relationship:** Participating Agency certifies that no relationship exists between it, the State of Wisconsin 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 Participating Agency will not be adverse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 **Dual Employment:** Wis. Stat. § 16.417 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.
- 19.3 **Employment:** Participating Agency 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 and Division.

- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency 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 Participating Agency. The Participating Agency 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.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
 - 19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.
 - 19.7.2 Termination:
 - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.
 - 19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:
 - 19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.
 - 19.7.2.2.2 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.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 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 Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

- 19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.
- 19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.
- 19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 19.11 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 permitted assigns.
- 19.12 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 or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency 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 the Department of Military Affairs General Counsel
Wisconsin Department of Military Affairs
2400 Wright Street
Madison, WI 53704

- 19.14 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.
- 19.15 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 Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 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 Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect 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 in the written waiver. 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.
- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. 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.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2022

Greg Engle, Acting Division Administrator

[SIGNATURE PAGE]

Dated this _____ day of _____, 2022

CITY OF ANTIGO

BY : _____

Bill Brandt, Mayor

BY: _____

Kaye Matucheski, Clerk

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency 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 Participating Agency 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 Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency 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 in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency 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 Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

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.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$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 Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency 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 Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency 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.

The Participating Agency 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.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate

against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: 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.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 20, 2022
Re: Recommended Pay Grade and Step for the Police & Fire Chiefs as a result of the Reorganization of the Public Safety Department

In March, City Council formalized a Resolution (#33-22) allowing for the reorganization of the Public Safety Department into independent Police & Fire Departments. As a result of that action, it was determined to place the Police & Fire Chief Positions into a Pay Grade 13 as part of the revised job descriptions. The following Steps within the Pay matrix are being recommended for these positions as follows:

- Fire Chief Jon Petroskey Pay Grade 13/Step 10 \$102,867.91 annually
 - Eligible for COLA increase for first payroll of 2023 and thereafter
- Police Chief Dan Duley Pay Grade 13/Step 6 \$ 91,753.20 annually
 - Eligible for Step 7 increase + COLA for first payroll of 2023
 - Eligible for Step increases + COLA according to pay matrix thereafter

These pay step increases are recommended to become effective with the May 8th payroll period. Please feel free to reach out to me with any questions.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 20, 2022
Re: Recruitment Academy Recommendation for Dillon West as a New Police Officer
Hire to replace an Existing Vacancy

Dillon West has been interviewed both internally and by the Police and Fire Commission and has been placed on a list of eligible candidates for the position. Dillon's experience comes with 60 credit hours in criminal justice with 8 credit-hours of course-work remaining. He has honorably served in the United States Marine Corp and is highly recommended to fill an open Police Officer position.